

DRAFT FINAL REPORT
Consultancy for the Design of a Mining
Cadastre Development Strategy
ANNEXES

RFP#MSD-TA/NDF-277-2

Prepared by GEUS 20th of December 2002

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Technical Assistance to the Ministry of Energy and Minerals
United Republic of Tanzania
Mineral Sector Development
Technical Assistance Project
Component E: Mining Cadastre

Prepared by GEUS 20 December 2002
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**CONSULTANCY FOR THE DESIGN OF A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MSD-TA/NDF-277-2**

DRAFT FINAL REPORT
December, 2002

ANNEXES

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ANNEX A. Checklist Form

ANNEX A: Checklist form

2

CHECK LIST

The application form duly filled as per Sections 24, 25 or 36 of the Mining Act, 1998 and Mining Regulations of 1999, Section 3(1) of Part II Mineral Rights

		YES	NO
Applicant name and address			
	Individual.....		
	Company.....		
1.2	Type of mineral right indicated..... <i>[Section 24 and 36 of the Mining Act, 1998]</i>		
1.3	Duration indicated..... <i>[Section 29(1) of the Mining Act, 1998]</i>		
	Mineral category/Designated Minerals indicated..... <i>[Section 24(1) of the Mining Act, 1998]</i>		
	Locality indicated..... <i>[Section 24(3)(c) of the Mining Act, 1998]</i>		
1.6	Size indicated..... <i>[Section 27(1, 2 and 3) of the Mining Act, 1998]</i>		
1.7	Coordinates indicated..... <i>[Section 24(3)(c) of the Mining Act, 1998]</i>		
1.8	Financial resources satisfactory..... <i>[Section 24(3)(d) of the Mining Act, 1998]</i>		
1.9	Technical resources satisfactory..... <i>[Section 24(3)(d) of the Mining Act, 1998]</i>		
2.0	Attachments		
	Plan on topographical map scale 1:50000 submitted..... <i>[Section 24(3)(c) of the Mining Act, 1998]</i>		
	Certificate of incorporation, Memorandum and Articles of Association in case of a company submitted..... <i>[Section 29(1) of the Mining Act, 1998]</i>		
	In case of a Mining Licence/Special Mining Licence		
	Feasibility Study Report attached..... <i>[Section 38(4)(b) and (c) of the Mining Act, 1998]</i>		
	Environmental Management Plan attached..... <i>[Section 38(4)(d), 64(1) of the Mining Act, 1998]</i>		

3.0	Payment of application fee.....	<input type="checkbox"/>	<input type="checkbox"/>
4.0	Does the area overlap with existing mineral rights?.....	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, modification of coordinates done.....	<input type="checkbox"/>	<input type="checkbox"/>
	Applicant informed to accept modification.....	<input type="checkbox"/>	<input type="checkbox"/>
5.0	Is first come first served applicable.....	<input type="checkbox"/>	<input type="checkbox"/>
	[Section 12(1) of the Mining Act, 1998]		
6.0	Are there no competing applications.....	<input type="checkbox"/>	<input type="checkbox"/>
	Is the applied area falling in a Forest Reserve, Game Reserve, National Parks or any restricted area?.....	<input type="checkbox"/>	<input type="checkbox"/>
7.	If yes, a written consent from respective authority obtained [Section 93 of the Mining Act, 1998].....	<input type="checkbox"/>	<input type="checkbox"/>
8.0	Does the applicant hold previous mineral rights.....	<input type="checkbox"/>	<input type="checkbox"/>
8.1	If yes, performance reports in previous mineral rights submitted.....	<input type="checkbox"/>	<input type="checkbox"/>
8.2	Annual rental fees paid.....	<input type="checkbox"/>	<input type="checkbox"/>
8.3	Has been issued any default notice.....	<input type="checkbox"/>	<input type="checkbox"/>
9.0	In case it is an application for renewal.....	<input type="checkbox"/>	<input type="checkbox"/>
9.1	Application is for [Section 29(3) and 99 of Mining Act, 1998]		
9.1.1	First renewal.....	<input type="checkbox"/>	<input type="checkbox"/>
	Second renewal.....	<input type="checkbox"/>	<input type="checkbox"/>
9.2	Performance reports submitted.....	<input type="checkbox"/>	<input type="checkbox"/>
9.3	At least 50% of area relinquished.....	<input type="checkbox"/>	<input type="checkbox"/>

Recommended by Registrar of Mineral Right

Signature..... Date..

Verification by a special committee chaired by a legal officer

Signature..... Date...

Remarks by the Commissioner for Minerals ..

Signature..... Date.....

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ANNEX B. Follow up Form

ANNEX B: Follow-up form

Application
Submission date

• **Stage 1: Investigations**

Name:

Application sheet

Modification

.....

Recommended ..

Not recommended

Signature Date

• **Stage 2: Check up**

Name:

Modifications

Not recommended

Recommended

Plan map

Signature .. Date ...

• **Stage 3: Approval**

Signature Date ..

• **Stage 4: Notifications of grants**

Name:

Rejection letter

Letter of modification

Letter of grant for Mineral Rights

Signature Date ...



Modified/Recommended co-ordinates:-

LATITUDE(S)	LONGITUDE(E)
A	
B	
C	
D	
E	
F	
G	
H	
I	
J	
K	
L	

Size km²

Signature Date

• Stage 5

Name:

I. Draft Licence. Signature Date

II. Print Licence. Signature Date

III. File No.

• Stage 6

To CM: Signature Date

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ANNEX C. Field Visits

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RESUME

**Field visits
to
Arusha and Mwanza Zonal Mining Areas
June 17th - 23rd, 2002**

ANNEX C

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Executive Summary and Conclusions

In brief,

- *The complexity of the Act 1998 has caused different administrative practices over time, between regions and between the individuals involved.*
- *A great number of illegal mining operations are taking place. Such operations are violating the Mining Act 1998 and potentially also violating third parties' mining rights; no official actions are taken to stop such illegal activities, despite the existence of such activities are reported to MEM authorities,*
- *It appears that the financial resources allocated to ZMO/RMO are inadequate to enable the offices to undertake their duties.*
- *The number of inspections of mines is very limited and underground inspections are frequently prevented due to safety risks, thus jeopardizing the miner's safety and risking environmental pollution.*
- *It appears that a substantial amount of commodities mined are not officially accounted for.*

Conclusions related to the Mining Act, 1998

- The Mining Act does not provide the Zonal Mines Officers with the authority to cancel a license.
- One company operates under a PML (gemstone) but is mining both the alluvials and a kimberlite pipe (the latter is not regarded as gemstone according to the Act, 1998, Sect. 4.)
- The Mining Act, 1998 does not prescribe reports from SML, thus keeping the Zonal Mines Office out of the loop and hampering inspection of the activities.
- How large operations should be allowed under Division D?

General constraints in relation to the administration of the Mining Act, 1998

- Lacking communication facilities between the Zonal Mines Offices (ZMO), the Resident Mines Offices (RMO) and Ministry of Energy and Minerals (MEM) – the Licensing Unit (LU)
- Lacking resources is hampering collections of fees from PML holders
- Topographic maps are very old and scarce; no back up copies
- The procedure for receiving mining reports is not clear. No one knows who has received what and when.
- A large number of mining licenses, within the Restricted Area, are too small preventing even small-scale mines to operate professionally (i.e. some are less than 50 m by 50 m). Mererani Small Scale Mining Blocks are such an example.

Problems observed in the field

- Beacons are not in place
- Beacons related to reserved area - mining blocks – which are government responsibilities - are not in place
- Some PML holders are observed intruding underground on third parties land (The Ministry is informed, but has not reacted on this) – Mererani area

- Illegal mining operations on third parties land – and accepted by MEM officials in the areas.
- Underground safety is a severe problem and appropriate measures should be initiated immediately to address the problem.
- Inspectors and mine technicians avoid going underground due to very high risk.
- Some companies are operating without a license or has been given a wrong license

Additional comments made by the consultants

- Amendments of coordinates are done according to standard practice in the Licensing Unit; however the ZMO/RMO are applying individual procedures; moreover information of such corrections is not exchanged between LU and ZMO/RMO.
- No standard procedures for operations of the GPS instruments
- In general the licensees do not erect beacons – and due to very scarce resources the inspections undertaken by ZMO/RMO are inadequate.
- A substantial number of PML holders are *not* submitting reports.
- The vast majority of the PML's are dormant due to cash constraints and water problems.
- Dealers are supposed to report to the Commissioner of Minerals thus preventing the Zonal Mines Officer to undertake any follow up investigations.
- The existence of "Rush areas" = illegal mining is – in the case of Geita –known to MEM, but no actions are taken despite,
 - a) The operators does not have any type of license,
 - b) The operators are mining within a third parties license area
 - c) The operators are not paying tax, area fees, royalties etc – as follows from (a)
 - d) The operations are beyond any control in terms of safety inspections.
- In the Mererani Restricted Area (tanzanite areas), MEM does not take the adequate measures to prevent underground illegal mining on third parties license.
- The limited resources allocated to ZMO/RMO do not allow comprehensive inspections to be undertaken.
- License holders are not paying the various types of license fees due, unless requested by visiting ZMO/RMO officers; however the resources are too limited to undertake such inspections.
- Apparently the various types of mining licenses (PML, ML and SML) are not very well defined with regard to the capacity and investment of the operation; a few PML operations appeared to be beyond what is reasonable for the definition of a small-scale mining operation.
- It appears to be a striking discrepancy between the amounts of gold produced in the Lake Victoria Zone and the number of dealers/brokers licenses issued in the zone.

1. Introduction

As part of the implementation of the Nordic Development Fund (NDF) funded project component E: Consultancy for the Design of a Mining Cadastre Development Strategy, the Consultant and the Core Team of the Ministry of Energy and Minerals undertook field visits to Arusha and Mwanza Zonal Mining Areas, in the period 17th – 23rd June 2002. The field trip was organised by the Core Team.

The field trip was organised to provide the Consultant with an overall understanding of the practical administration of Mining Act, 1998 and the Regulations, 1999, based on visits and interviews with Zonal Mines Officers, Resident Mines Officers, license holders and private organisations, with the aim to support the design of a Mining Cadastre System.

Participants:

The Core Team, the Ministry of Energy and Minerals:

Ms. L. Mnzava, Project Coordinator, Acting Head Licensing and Mineral Rights Registry Sub-Section

Mr. A.L. Tesha, Project Technical Officer, MSD-TA/NDF Project

The representatives of the Consultant:

Dr. P. Kalvig, GEUS, Team Leader

Dr. A. Hernandez, Kampsax

Mr. Lars B. Nielsen, Kampsax

Assistances:

Additionally the following senior Ministry of Energy and Minerals (MEM) officers provided information to the group and guided them in the areas under their supervision,

Mr. A.M. Magayane, Northern Zonal Mines Officer, Arusha

Mr. Mlabwa, Acting Zonal Mines Officer, Lake Victoria Zone, Mwanza

Mr. J. Nayopa, Resident Mines Officer, Geita

2. Visits Observations

Monday 17th June 2002

The Northern Zone Mines Office, Arusha

- The staff capacity of the office is: 1 Zonal Mines Officer (geologist), 1 Mining Engineer, 3 Mine Technicians, 6 Technicians (of which 3 are gemologists)
- The office has discovered that a certain PML was wrongly located. As a consequence the license co-ordinates were corrected on the license, thus moving the area to the correct position. However, such operation may move the license to a third parties land, and thus violating an existing right. An official procedure for such transaction is missing.
- The office reports the following constraints:
- The office is not allocated adequate financial resources to cope with the inspections required.
- The Mining Act (1998) does not allow the Commissioner to delegate his authority to intervene in disputes to the Zonal Mines Officer, thus some disputes are continuing for too long.
- Lacking communication facilities between the Zonal Mines Office and Licensing Unit – and visa versa – is a severe constraint in daily administration.
- Royalties and annual fees are supposed to be paid to the Zonal Mines office – but lack of resources is hampering the fee collection amongst PML holders.
- Topographical sheets are old and worn out; no spare copies.
- The Zonal Mines Office is lacking the capacity to undertake instant actions in “rush areas”, where illegal mining operations expand very quickly. Typically the first inspection can be made after two to three weeks, and at that time the situation is chaotic.
- The small-scale miners should be provided adequate technical assistance and training. Budget restriction makes it possible to undertake training courses only very rarely.
- About 200 PML out of a total of 600 PML’s are located by compass only. Now a Magellan GPS is used (no standard procedures are applied, i.e. time set, map datum, controlling procedures etc.)
- The office receives about 50 PML applications annually.
- Annual budget c. 13 million TSh; annual fees recovered from the area about 4.5 million TSh. This may only be a part of the actual amount, which is due for payment, and which could be collected provided the necessary means were made available to the office.
- Each PML license is drawn on a 1:50.000 topographical master-sheet. However, some areas are about one hectare only, and thus cannot be drawn precisely.
- Net back values: For gemstones gemologist, who inspect all lots going for export, assesses the value! But the remaining – which is the most – is beyond any control.

Longido Gemstone Mine (ruby): GML license.

Underground mining operations. Semi-mechanised operation.

- LU has discovered that one half of the mineshaft is situated outside the license area, thus situated on a third party's PML (gem). There is no official procedure for how to correct such errors. Consequently corrections are negotiated on a case-to-case basis with the involved parties.
- Beacons are not erected ("the Masai's does not allow such structures and will demolish them")
- The mining engineer and the geologist were not aware of the extent of the license in the field.
- The ZMO does not receive any company reports, and does not possess any knowledge about the value being produces. (The monthly production target is 2 tons of ruby (which it is claimed is met), of which about 0,5% is of gem quality (equivalent to about 10 kg); the value was not disclosed).

Tuesday 18th June 2002

Mererani – Tanzanite Blocks (Restricted Area)

Around Mererani village an area has been allocated to small-scale miners (Block B and D) and larger companies are operating on block A and C. The blocks are defined by the government – Restricted Area. The blocks B and D are subdivided in 50 m x 50 m sub-blocks, each of which are granted a PML (gemstone) license. In few cases two or more holders are co-operating on two or several blocks.

- Plot no. 43885: Has been in operation for eight years. Semi-mechanised mine. Though obviously the power plant installation investments are substantial, this raises the question – how big operations should be allowed under Division D? (This question has also been actualised due to the accident on the 20.06.2002 when sadly more than 40 people were killed by suffocation because of a compressor failure. The current operation was reported to take place 120 meters plus below surface)
- The plot size does not allow a proper operation, hence:
 - Waste material is dumped outside the plot (no control and it might even be on some ones license);
 - It appears the most of the plot are mining outside the vertical boundaries of the plot, thus violating third party rights);
 - In terms of underground safety the conditions are severely dangerous and actions should be taken immediately. The narrow dimensions of shafts and addits do not allow comprehensive inspection and surveying.
 - The plot areas are by far too small to allow foreign investors to join forces with a PML holder (and then transfer the license to a ML (gem) except informal financial support resulting of possible fiscal evasion).

- Beacons were not in place on the plot.
- The beacons for the Blocks B and D – a government responsibility – were not found – despite thorough search!

AFGEM Mine (Block C)

Operation under a SML(gemstone).

- More than 95 % of the production is sold on local auctions, attended by international bidders.
- Organised training program for locals in both mining operations and production (incl. lapidary).
- AFGEM is very concerned about underground intruders, operating from surrounding block (B and D). It has officially been monitored (Zonal Mines Office) that a number of 21 addits have crossed the license boundary to AFGEM, of which some are more than 300 meters inside the AFGEM license area. The Commissioner was informed about this in February, but as yet without any consequences. AFGEM takes some of the disputes to the Court, though it normally causes a long delay and only poor results.
- Illegal underground operations carry a great safety risk and should be addressed by the authorities. Information between underground operators about blasting operations is – of good reasons - not conveyed amongst the intruders and AFGEM.

Construction Limited

Mechanised plant for road materials. Operates under a PML (building material)

- It was observed that the quarry was situated outside the PML license area; the license area accommodated only the crushing plant, screening and storage facilities.
- The conditions for the quarry situated outside the license was negotiated directly with the village leadership against financial compensation. This informal procedure is illegal for mining.
- The Zonal Mines Office was not aware of this situation.

KONOIKE (Japanese building material producer) situated next to Construction Limited

- KONOIKE used to operate as a road construction contractor – and for such contractors the Consultant was informed that mining license (building material) is not required, since it is regarded as a Government quarry.
- However, the company now operates as a conventional commercial company – but the appropriate license for mining building materials was not applied for.

- The Zonal Mines Office was aware of this situation – but apparently the issue has been on going for too long due to misunderstanding between ZMO and LU.

Local building material producer situated next to KONOIKE

- The company is a commercial mechanised building material producer. However the company holds only a PPL – for which they have reapplied!! The reason for this mistake is claimed to be due to the communication constraints between the Zonal Mines Offices and the Licensing Unit.

Thursday 20th June 2002

Lake Victoria Zone Mines Office, Mwanza

- The Zonal Mines Office in Mwanza is responsible for managing the overall administration of the region and is assisted by four RMO; in addition the ZMO in Mwanza undertake duties like a RMO for the area around Mwanza.
- Application for PML and PPL license is done through the Resident Mines Offices;
- Apparently neither the Mwanza office nor the Licensing Unit in Dar es Salaam possesses a complete copy of licenses and applications of the entire zone.
- Some of the problems raised by the Zonal Mines Officer:
 - a) Some areas are deforested due to uncontrolled mining activities;
 - b) Irrigation problems occurs due to the shared use of water in agriculture and mining
 - c) Safety problems in relation to mining operations are frequently observed (and also the use of mercury);
 - d) Scarcity of financial and human resources does not allow to undertake follow-up inspections;
 - e) Some PML does not submit the mandatory Company Reports. It was assumed that 50% plus are missing;
 - f) Zonal Mines Offices has no authority to cancel a license, in the event it does not comply with the Mining Act or Regulations;
- Communication between the ZMO, RMO, and Licensing Unit is in general by mail. The lack of fax machine or internet facilities for communication is a great constraint in the daily work.
- Dealers are supposed to submit reports to the Commissioner – not to the Zonal Mines Offices, thus preventing the Zonal Mines Offices to undertake any follow up investigation. The Zonal Mines Officers are visiting PML-license areas about once a month.

Mabuki Diamond Mining Area (Diamond Blocks)

The current PML(gemstone) license is issued in 2000. It consists of 2 neighbouring blocks of 200 x 300m (A) and a larger, polygon (A1). Fences were stolen by villagers and partly installed in areas allocated to other licensees.

The mining set-up is for a mechanised alluvial production, though the equipment is old and not well functioning. The current production is based mainly on manual, artisanal techniques. Workings is on a ground which used to be a Williamson Diamonds operation field, and the main focus of Mabuki is reworking of the remaining part of the mining- and waste dumps. In addition the kimberlite pipe is mined.

- The mine exemplifies the case of diamond mining which classifies as both of the gemstones group and as belonging to the group of “all minerals other than building materials and gemstone”, and thus illustrates the conflict between the two groups, caused by in the Mining Act, 1998.
- The licensee submitted to LU on November 27, 2000, a PML application for a new area. To date he has not yet received any response from the Licensing Unit. The Zonal Mines Office confirmed that he has experienced loss of applications send to the Commissioner. The LU representative has observed no trace of these applications.
- The licensee has not been informed about VAT exemption for mining operations, and has not deducted such expenses in the books.
- The two beacons searched for were found; it is not verified if they are in place.
- On some neighbour PML license areas, artisanal miners are working partly as subcontractors for the holders of the licenses and partly operating illegally.

Friday 21st June 2002

Geita Resident Mines Office

Four technicians are working in the office (one Cat. I; three Cat ii), headed by one Mining Engineer.

Gold exploration and exploitation dominate the Geita area. Within the district area several “rush areas” (illegal mining) are currently active (defined by the office as artisanal miners). The Resident Mines Officer estimates that about 2,500 miners are working illegally in the area, though the number varies over the year.

A total of 80 PL – held by approximately 60 companies - are granted in the Geita area; only about 10 of these licenses are deemed being active. It is not clear if the office notifies holders of dormant licenses.

Over the last couple of years the office has resurveyed about 360 PML's by the means of GPS.

The following observation were made in the interview with the Resident Mines Office,

- Communication between the Zonal Mines Office and the Licensing Unit is severely hampered by the lack of appropriate facilities such as fax machine and internet connection in the office (Internet providers are available in Geita). Thus the office does not receive updated information on licenses and changes of license areas.
- The area to oversee is very large, but the resources are inadequate and do not allow comprehensive inspections and fee collections to be undertaken.

- Topographic maps are old and worn out; no copies or back up.
- The large scale mines within the district consume a large part of the resource allocated to the district
- The office does not apply a specific checklist or routine for mine inspections.
- The Inspectors and Mining Technicians avoid in many places to undertake underground inspections due to the very high safety risk. PML inspection is meant to include safety and health facilities for miners.
- A high number of accidents occur in the district – some of them due to lack of regular mine inspections. Ten death casualties during 2001.
- Environmental issues are difficult to control due to inadequate qualified personnel.
- The office does not possess specific instruments for environmental monitoring (noise, dust).
- Only five PML-holders out of about 400 have submitted quarterly reports for the last period; this figure complies very well with average for the previous periods.
- The office does not receive quarterly reports from SML (since they are not obliged to submit reports); this hampers the inspection and control of operation. On the other hand there is a lack of resource to ensure the complete inspection.
- A very low number of PML's are in operation due to cash constraints and water problems; the number could be as low as 5%.
- A substantial number of the PL's contains several PMLs within the PL.
- Within the district only two dealer licenses are issued and no broker licenses. This contradicts the fact that the district produces a substantial amount of gold.

Meremeta – Tembo Gold Mine

The Meremeta- Tembo Gold Mine holds two PML's for the operation; unfortunately the company went bankrupt during the mine construction period. It appears that the feasibility study provided too optimistic figures.

- Despite the mine set-up is for a medium size underground, mechanised operation, a PML is granted to the company.

Miners Associations Office, Ramagasa, close to the Buckreef Mining operations.

From the discussions the following information was disclosed,

- About 25 PML holders are members of the organisation, out of a potential of about 100 PML holders. Only holders of PML can obtain a membership.
- The representative of the organisation presented the following views,
 - a) No vacant land for further operations; occupied by large-scale PL licenses.
 - b) No information regarding when and where land is due for relinquishment
 - c) Rental fees are persistently rising.

Rush area near Ramagase – Illegal Mining and Violation of Mineral Rights

The same representatives of the Miners Association are also involved in illegal mining operations, taking place within a PL-area. The same group thus violates the following parts of the Mining Act and Regulation,

- a) Mining without a license
- b) Mining within a third parties license area
- c) Avoids payment of tax, area fees, royalties etc.

Due to the fact that the operations are illegal no mine inspections can be undertaken; the lack of actions from the authorities jeopardises also mining safety. Hence the authorities are trapped between the Mining Act on the one side and the mining safety situation on the other side. Avoiding illegal mining activities can only solve this.

The *Consultant* has gained the understanding that the Ministry of Energy and Minerals is comprehensively briefed about the existence of these illegal operations and similar illegal operations elsewhere. Adequate measures to stop illegal mining activities have not been implemented. No compensations are paid to the PL licensees on which ground the illegal activities are taking place.

Area close to Nyarugusu – PML Block Area

The standard block size of the individual PML's are 300 feet times 1,500 feet. All activities are underground operations.

- One PML was granted a tiny piece of land emerging after a field survey proving that two existing licenses did not meet; thus the size of this PML is 28 feet by 1,500 feet. No professional operation can be carried out on such a narrow license without violating of third party's right, on surface as well as underground.
- Waste was disposed randomly in the terrain.
- Some beacons were inspected and retrieved in the field; some were solidly installed, though no name or reference was written on it.
- Due to corrections based on a detailed survey, consecutive blocs of the same size are not contiguous, but are clearly indicated by beacons.
- Only one dealer is registered in the area.
- None of the PML holders would disclose information regarding the dealers they are using.

Saturday 22nd June, 2002

Geita Gold Mine

The Geita Gold Mine holds a SML (13 Km.sq granted in 1999) and several PL situated around the mine area.

Based on a briefing by the Resident Mines Officer we understand that,

- Several PML's situated within the SML have been compensated (paid off in the range of 20 million TSh); one case is pending because the holder requests 165 million TSh in compensation; Geita Gold Mine wants that particular land for disposal of waste – not for mining operations.
- Some villagers want compensation due to claimed environmental hazards created by Geita Gold Mine.
- There are illegal mining activities within the Geita Mining SML and PL areas; Geita has accepted some limited operations, provided that the artisanal miners move out when the areas are due for other uses.

Based on information provided in a meeting with representatives of Geita Gold Mine, we understand that,

- The mine is an open cast, large scale and fully mechanised operation (daily plant throughput c. 25,000 tons; mine feed c. 4 ppm Au, equivalent to about 100 kilograms per day, hence the daily turnover is in the range of US 950,000 \$).
- The company holds about 10 different licenses around the mine area.
- The company conveyed the following complaints about,
 - a) a very long processing time in the Licensing Unit (also complicated by combined licenses in different names (Ashanti, Anglo Gold, Cluff Mining etc.), different processes (old and complementary PL, ML in other areas).
 - b) the current uncertainties regarding overlapping land; there are obvious overlapping land within the "mining area"!
 - c) problems identifying a licensee for a certain area of land
 - d) the requirements regarding relinquishment of PL, in combination with the fact that no SML can be granted unless a sufficient ore reserve is proven, prevents the company from securing access to a potential satellite operation, which could extend the life time of the mine.
 - e) The act is not clear on the following: One PL is due for renewed and thus 50 % of the land shall be relinquished; however the company wants at the same time to apply for a SML. Now – should the relinquishment requirement be based on the remaining part?
- The company is not sure if beacons are in place, but will take immediate actions.
- Environmental controls are at the level of best international standards – which means even better than the levels provided in the Regulations. But the company claims that they cannot be held responsible for the pollution stemming from the use of mercury by former artisanal miners.

Nyanza Road Works Ltd. (Mwanza)

The company holds a ML (building materials), granted in 1999. Large-scale, fully mechanised operation specialised in production of road construction materials. The land was originally given to the owner of the company by the municipality free of charge, enabling the company to install its production unit; application for a license followed subsequently.

According to information from the site-manager the license area is about 0.5 sq. km.

- Search for beacons did not reveal any.
- The size of land used for the operation appears to exceed the said area size.
- The holder negotiated with a villager the use of the “surface right” of his farm and compensated him. It appears that the area covered by the holder is confusing the area of the surface right and that of the mining right, which are overlapping without evident and clear limits.

**CONSULTANCY FOR THE DESIGN OF A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MDS-TA/NDF-277-2**

**DRAFT FINAL REPORT
December, 2002**

**ANNEX D
Questionnaire Responses.
Zonal Mines Offices and Resident Mines Offices. Résumé.**

**CONSULTANCY FOR THE DESIGN OF A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MSD-TA/NDF-277-2**

DRAFT FINAL REPORT
December, 2002

Questionnaire Responses

Zonal Mines Offices and Resident Mines Offices

RESUME

ANNEX D

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Executive Summary

With the aim to undertake an overall assessment of the capacities and constraints of the Zonal and Resident Zonal Mines Offices, a questionnaire was developed and distributed to all offices. Moreover the questionnaire encompassed questions with respect to common disputes observed. A total of twenty-two questionnaires were dispatched; fifteen offices responded to the questionnaires, providing a representative picture of their situation.

Based on the responses received the following conclusions are made,

Licenses:

- The ratio between the numbers of exploration licenses and exploitation licenses is very unusual with a strong overweight of exploitation licenses, indicating that some areas are not comprehensively explored prior to initiating mining operations.
- The numbers of PML is very high, though the percentage of licenses in default is not known; it appears to be a very high workload resting on the shoulders of ZMO/RMO.
- All zones receive a very high number of applications annually, with a relatively low percentage of concluding grants.

Rush Areas:

- Nine of the ZMO/RMO reports about 36 rush areas (illegal mining activities); thus it may be concluded that illegal mining activities are very frequent

Communication constraints:

- The ZMO/RMO is only informed about a very small percentage of the licenses actually issued. ZMO/RMO offices receive only very few of the compulsory company reports, thus the offices cannot undertake the duties they are legally responsible for.

Most common disputes experienced by ZMO/RMO

- Mineral rights holders against other surface right holders like farmers or villagers.
- Mineral right holders against other authorities like Districts claiming fees from miners.
- Two mineral right holders claiming the right to the same area
- Illegal mining activities in reserves or in vacant land.

ZMO/RMO proposals for administrative improvements:

- The ZMO should be empowered to issue PPL licenses
- Miscellaneous amendments to the Mining Act and Regulations
- The roles of ZMO and RMO should be defined
- The Licensing System should be computerised and LU/ZMO/RMO should be linked via the Internet.

Resources allocated to ZMO/RMO:

- Staffing is inadequate to undertake the required duties of the offices

- Equipment for transportation is inadequate
- Equipment for communication and administration is inadequate.

1. Introduction

According to the Task 1 of the Terms of Reference, the capacity of the current licensing system, including administrative procedures and data flow, functionality, coherence and transparency of the system shall be reviewed and described.

To achieving the necessary information for the assessment, four approaches were undertaken:

- (1) Interview of staff in the Licensing Unit and representative Zonal Mines Offices/Resident Mines Offices
- (2) Interview of stakeholders;
- (3) Field visits to Zonal Mines Offices, Resident Mines Offices and exploration and mining license areas, and discussions with the mineral right holders, and
- (4) Dispatches of questionnaires to all the Zonal and Resident Mines Offices. This report provides a resume of all the latter responses.

2. The Questionnaire Response

The Consultant in co-operation with the Core Team developed the questionnaire. The Core Team undertook the distribution of questionnaires, follow-up, and collection of all responses.

The main aim of the questionnaires was to map possible constraints experienced by the Zonal Mines Offices/Resident Mines Offices (ZMO/RMO) for their daily duties administering the Mining Act 1998 and the Regulation 1999. Moreover the questionnaires should provide qualified statistic figures on mineral rights, to achieving an overall assessment of the total number of licenses issued.

A total of twenty-two questionnaires were dispatched to all ZMO/RMO (on the July 1st, 2002), of which fifteen have responded (c. 68%); all zones are represented (Table 1).

Table Fejll Ukendt argument for parameter.. *Overview of the Questionnaires responses received*

	ZONAL MINES OFFICE/ RESIDENT MINES OFFICE	Signature on questionnaire	Date of prep.
CENTRAL WESTERN ZONE	* Shinyanga	E.S. Muyinza	11.07.02
	* Kahama	A. Samaje	10.07.02
	* Tabora	J.N. Michael	11.07.02
LAKE VICTORIA ZONE	* Mwanza	D.R. Mlabwa	10.07.02
	* Kayanga	A.A. Mugyabuso	05.07.02
	Geita		
	* Musoma	P.K. Kyakulagila	10.07.02
WESTERN ZONE	* Mpanda	G.N.A. Kasege	04.07.02
SOUTH WESTERN ZONE	* Mbeya	A.D. Sambwe	12.07.02
	* Chunya	P. Masanja	12.07.02
NORTHERN ZONE	* Arusha	A. Magayane	08.07.02
CENTRAL ZONE	Singida		
	* Dodoma	M.Z. Mbasha	17.07.02
EASTERN ZONE	* Dar es Salaam	J. Tindyebwa	11.07.02
	Tanga		
	Handeni		
	* Morogoro	F. Nkwanga	14.07.02
	Ulanga		
SOUTHERN ZONE	Mtwara		
	Nachingwea		
	* Tunduru	W.R.T. Machumu	12.07.02
	* Songea	K. R. Baruti	09.07.02

The questionnaire responses have been scrutinised and filtered, and conclusions are presented as generalised statements.

It is the impression of the Consultant that the responses in general reflect the current situation and provide a good picture of the constraints experienced locally.

2.1 Licenses – Numbers and Types

The current number and type of licenses granted for each zone or resident area gives an estimation of the workload of each office. In Table 2 this information is given. It should, however, be kept in mind, that the figures are not accurate due to (a) not all ZMO/RMO have responded; and (b) the offices are not updated on a regular basis by LU. Most likely the figures are higher than indicated in the table, though some may also have been cancelled without proper notification of the ZMO/RMO).

It can be seen from Table 2 that,

- All zones receive a very high number of applications annually (dealers and brokers not included in the table).
- The numbers of PML is extremely high; the percentage of licenses in default is unknown,
- The ratio between the numbers of exploration licenses and exploitation licenses is very unusual, with an overwhelming majority of PML, indicating that some areas are not comprehensively explored prior of going into mining.

Table Fejil Ukendt argument for parameter.. *The number of mineral rights licenses granted and licenses applied for within each zone.*

	ZMO/RMO	PL/RL	ML	SML	GML	PML	PPL	Appl.
CENTRAL WESTERN ZONE	Shinyanga	41	1	3	1	259	118	79
	Kahama	99	1	1	1	122	190	42
	Tabora	-	-	-	-	-	-	18
LAKE VICTORIA ZONE	Mwanza	45	9	0	0	87	29	148
	Kayanga	12	0	0	0	34	-	24
	Musoma	20	2	0	0	155	29	-
WESTERN ZONE	Mpanda	18	2	-	0	82	3	76
SOUTH WESTERN ZONE	Mbeya	66	9	0	0	122	74	55
	Chunya	76	3	0	0	126	161	151
NORTHERN ZONE	Arusha	4	1	1	4	647	388	359
CENTRAL ZONE	Dodoma	2	1	0	0	31	37	50
EASTERN ZONE	Dar es Salaam	-	-	-	-	568	-	59
	Morogoro	9	3	0	1	57	26	513
SOUTHERN ZONE	Tunduro	11	-	-	9	96	85	254
	Songea	1	0	0	0	60	65	173
	TOTAL	480	32	5	16	2446	1205	2001

2.2 Rush Areas

A rush area is here defined as an area where mining activity occurs without a license; frequently such areas are populated by several hundreds of artisanal miners. Such activity may take place inside or outside a third party's license area or inside a forest or wildlife reserve. However, in any case mining activities not covered by a license are illegal operations, and should be reported to MEM by the ZMO/RMO.

Table Fej!! Ukendt argument for parameter.. Rush areas observed by ZMO/RMO

	ZMO/RMO	Area	Minerals	Remarks
CENTRAL WESTERN ZONE	Shinyanga	Mwabomba – Kahama District	Gold Diamond	Reported to MEM Reported to MEM
		Ngwanoni – Shinyanga District		
	Kahama	5 areas	-	
	Tabora	No info		
LAKE VICTORIA ZONE	Mwanza	Kilombero – Geita District	Gold	
		Kalenge – Biharamulo District	Gold	
	Kayanga	No rush areas		
	Musoma	No rush areas		
WESTERN ZONE	Mpanda	Kasakalawe – Mpanda District	Gold	
		Ntumba – Mpanda District	Gold	
		Ugalla – Mpanda District	Gold	
		Kamalala - Mpanda District	Gold	
		Mtisi - Mpanda District	Gold	
		Mtimba - Mpanda District	Gold	
		Nyenge – Kigoma District	Gem	
		Kitema – Kigoma District	Gem	
		Nyakachacha– Kigoma District	Gem	
		Namanyera – Rukwa Region	Gold	
		Chala – Nkansi District	Gem	
Kantawa – Nkansi District	Gem			
SOUTH WEST-ERN ZONE	Mbeya	Armani – Ludewa District	-	
	Chunya	No rush areas		
NORTHERN ZONE	Arusha	Mererani Maycka Haidom	Gem Gem Gem	Controlled area
CENTRAL ZONE	Dodoma	No rush areas		
EASTERN ZONE	Dar es Salaam	No rush areas		
	Morogoro	8 areas	-	
SOUTHERN ZONE	Tunduro	2 areas	-	Reported to MEM
	Songea	Chengena	-	

It is seen from Table 3, that rush areas targeting gold and gemstone/diamonds are very common and widespread. More than 36 rush areas are reported from nine of the ZMO/RMO responding on the questionnaires.

From the responses it can be concluded that only a few offices state that such activities are reported to MEM, though it some may have reported to MEM without stating it in the questionnaire. Several offices report that they normally inspect such areas and recommend the miners to apply for a license (the type of license is not clear, but is assumed to be a PML). However, this is only possible if the area is vacant – and this information is in general not available to the ZMO/RMO. It also transpires from the questionnaires that ZMO/RMO do not have the adequate means to assist a mineral license holder, if he wants assistance to clear a rush area occurring on his license.

2.3 Communication Constraints

The questionnaires reveal the overwhelming difficulties in keeping a tight and frequent communication line open between MEM and ZMO/RMO. The consequences of such constraints are observed in Table 4 and Table 5.

Table 4 indicates that the ZMO/RMO receives only a very small percentage of the compulsory company reports. Though a part of this observed discrepancy between the number of licenses issued within a ZMO/RMO and the numbers of reports received may be due to the fact that the vast majority of the licenses are in default.

Table 5 indicates that only a minor fraction of the licenses issued are copied to the respective ZMO/RMO.

Table Fejll Ukendt argument for parameter.. *Company reports received by ZMO/RMO in the year 2000/2001.*

	ZMO/RMO	PL/RL	ML	SML	GML	PML	PPL	Not identified
CENTRAL WESTERN ZONE	Shinyanga	-	3	-	-	0	-	
	Kahama	11	0	0	0	0	0	
	Tabora	-	-	-	-	-	-	
LAKE VICTORIA ZONE	Mwanza	30	0	0	0	12	0	
	Kayanga	-	-	-	-	-	-	
	Musoma	-	-	-	-	-	-	
WESTERN ZONE	Mpanda	1	2	-	0	8	-	
SOUTH WEST-ERN ZONE	Mbeya	0	5	0	0	0	0	
	Chunya	0	0	-	-	81	3	
NORTHERN ZONE	Arusha	-	-	-	-	169	-	
CENTRAL ZONE	Dodoma							11
EASTERN ZONE	Dar es Salaam	-	-	-	-	c.25%	-	

	Morogoro	2	2	-	-	23	0	
SOUTHERN ZONE	Tunduro	0	-	-	3	40	-	
	Songea	-	-	-	-	-	-	A few

Table Fejl! Ukendt argument for parameter.. *Information with regards to issued licenses received by the ZMO/RMO*

	ZMO/RMO	Comments on communication regarding licenses
CENTRAL WESTERN ZONE	Shinyanga	Copies not received in time
	Kahama	Not all copies received
	Tabora	All copies received
LAKE VICTORIA ZONE	Mwanza	Not all copies received
	Kayanga	Almost none received
	Musoma	All copies received
WESTERN ZONE	Mpanda	Not all copies received
SOUTH WESTERN ZONE	Mbeya	Not all copies received
	Chunya	Not all copies received
NORTHERN ZONE	Arusha	Not all copies received
CENTRAL ZONE	Dodoma	Not all copies received PL, ML, SML, GML are normally not received
EASTERN ZONE	Dar es Salaam	Not all copies received ML, GML, SML not received
	Morogoro	Not all copies received
SOUTHERN ZONE	Tunduro	Not all copies received ("a very big problem")
	Songea	Not all copies received

The consequence of the random and scattered communication between the Licensing Unit and the ZMO/RMO hampers severely all duties supposed to be undertaken by the local offices and causes that the information provided by ZMO/RMO to customers is not accurate and incomplete.

It is the opinion of the Consultant that such constraints are caused by,

- The communication equipment is inadequate, such as telephone, fax machines, e-mails;
- Office equipment is inadequate, such as computers, printers and photocopiers, and as well a general shortage of stationary consumables is clearly to be seen;
- Directions and routines regarding communication and administration is inadequately described;
- Capacity building- and training programs are strongly needed.

2.4 Common Disputes and Conflicts

The questionnaires report the most common disputes experienced by ZMO/RMO in the local areas. The response have been summarised in the Table 6, from which it follows that the most important disputes are between,

- Mineral rights holders against other surface right holders (inclusive farming)
- Two mineral right holders claiming the right to the same area (including underground disputes and disputes with regards to demarcation)
- Mineral right holders against other authorities, and
- Illegal mining activities

Table Fejll Ukendt argument for parameter.. *The most common disputes and conflict observed by the ZMO/RMO*

	ZMO/RMO	Disputes reported
CENTRAL WESTERN ZONE	Shinyanga	Illegal mining on PL areas
	Kahama	Illegal mining on PL areas Exploration and mining operation on farming land
	Tabora	No disputes reported
LAKE VICTORIA ZONE	Mwanza	Minerals rights holders against surface rights holders Disputes with other authorities
	Kayanga	Disputes with other authorities
	Musoma	Exploration and Mining operation on farming land
WESTERN ZONE	Mpanda	Lack of beacons and no demarcations Exploration and Mining operation on farming land
SOUTH WEST-ERN ZONE	Mbeya	Two parties claiming the right over the same area. (Overlap?) Disputes with other authorities
	Chunya	No disputes reported
NORTHERN ZONE	Arusha	Underground disputes between PLM holders Lack of beacons and no demarcations
CENTRAL ZONE	Dodoma	Overlapping licenses Minerals rights holders against surface rights holders
EASTERN ZONE	Dar es Salaam	Overlapping licenses
	Morogoro	Exploration and Mining operation on farming land Disputes with other authorities Minerals rights holders against surface rights holders
SOUTHERN ZONE	Tunduro	Overlapping licenses
	Songea	Minerals rights holders against surface rights holders

The main types of disputes reported, (i) A mineral right holder against other surface right holders (incl. farming), and (ii) A mineral right holder against other authorities, are both in good accordance with the observations made by the Consultant in the interviews with the stakeholders. Moreover, (iii) disputes between two mineral right holders concerning overlapping areas or illegal mining activities, are reported as a frequent type of dispute; the latter stemming from errors and incomplete records in the current mineral rights inventory.

Table 7 reviews the types of disputes observed between license holders and other government authorities. It appears common that other authorities are charging fees from mineral right holders (mainly PML), - and the Local Government authorities are frequently part in such disputes. This observation is in good accordance with the information gathered by the Consultant in the meeting with the representatives from the Ministry of Regional Administration and Local Government.

Table Fejll Ukendt argument for parameter.. *Types of conflicts with other government authorities*

	ZMO/RMO	Conflict with local governments authorises
CENTRAL WESTERN ZONE	Shinyanga	Village governments charging fees District council imposing service fee
	Kahama	Local government requires to administer mining activities
	Tabora	No conflict reported
LAKE VICTORIA ZONE	Mwanza	Local Government charging fees (various names fees)
	Kayanga	Local Government charging fees
	Musoma	Local Government charging fees
WESTERN ZONE	Mpanda	Local Government charging fees
SOUTH WEST-ERN ZONE	Mbeya	Local Government charging fees
	Chunya	Local Government charging fees (reported to MEM)
NORTHERN ZONE	Arusha	Local Government charging fees
CENTRAL ZONE	Dodoma	Local Government charging fees
EASTERN ZONE	Dar es Salaam	Local Government charging fees They want to issue licences
	Morogoro	Local Government charging fees
SOUTHERN ZONE	Tunduro	Local Government charging fees
	Songea	Local Government charging fees

2.5 Proposals by ZMO/RMO for Administrative Improvements

The ZMO/RMO was requested to come up with proposals aimed at administrative improvements. The responses varies from office to office, though the following headlines appears to be of a general character (Table 8),

- The ZMO should be empowered to issue PPL licenses
- Amendments to the Mining Act and Regulations, such as reducing the duration validity of PML, and provision for cancellation of PML
- The roles of ZMO and RMO should be defined

The Licensing System should be computerised and accessible and LU/ZMO/RMO should be linked to the Internet.

Table Fejl! Ukendt argument for parameter.. *Suggestions for administrative improvements made by the Zonal/Resident Mines Offices*

	ZMO/RMO	SUGGESTIONS AND REMARKS
CENTRAL WESTERN ZONE	Shinyanga	ZMO should be empowered to grants PPL
	Kahama	No suggestions
	Tabora	No suggestions
LAKE VICTORIA ZONE	Mwanza	Several suggestions regarding the Mining Acts
	Kayanga	Mining Act and Regulations difficult for holders to understand
	Musoma	ZMO should be empowered to grants PPL
WESTERN ZONE	Mpanda	Amendments needed with regards to cancellations of licensing
SOUTH WEST-ERN ZONE	Mbeya	Amendments needed on Section 6(3), 15(4), 91(2) of the Mining Act with regards to penalties
	Chunya	ZMO should be empowered to grants PPL
NORTHERN ZONE	Arusha	Several suggestions regarding the Mining Acts
CENTRAL ZONE	Dodoma	ZMO should be empowered to grants PPL
EASTERN ZONE	Dar es Salaam	Provision for cancellation of PML should be introduced Roles of RMD and ZMO have to be defined ZMO should be allowed to decide in disputes
	Morogoro	The role of the Permanent Secretary should be defined ZMO should be empowered to grants PPL Duration of PLM should be two years in stead of five years
SOUTHERN ZONE	Tunduro	Duration of PLM should be three years in stead of five years Renewal of PL should be accompanied with a report
	Songea	Computerised licensing system and computer network to ZMO/RMO

2.6 Resources allocated to the ZMO/RMO

The resources made available to the Zonal and Resident Mines Offices are reported with regards to (1) Staffing of the offices (Table 9); (2) The available equipment for undertaking inspections and communication (Table 11), and (3) The annual budget of the offices (Table 10).

The questionnaire responses indicate that the offices, staffed by a total of 17 professionals (geologists/mining engineers) assisted by c. 60 technicians, shall attend to c. 4,200 licenses and about 2,000 mineral rights applications annually, though the actual figures differ between the

offices. Without going into details it is clear that the local offices with respect to the number of employees, are not staffed adequately to undertake the duties given by the Mining Act and the Regulation.

Moreover the offices in general are not equipped with the adequate office equipment. Hence only about fifty percent of the offices are equipped with computers and telephone; fax-machine is available in one office only. None of the offices are equipped with a photocopier! Apparently all offices have a vehicle – though the standard of the vehicles are not disclosed.

Thus it may be concluded, that (i) the staffing and training, (ii) the equipment for transportation, and (iii) the equipment for communication and administration are not adequate to undertake the compulsory tasks of the offices.

Table Fejll Ukendt argument for parameter.. Staffing the Zonal/Resident Mines Offices

	ZMO/RMO	Min. eng./geol.	Technicians/ Gemmologist	Secretaries/ Accountant	Drivers and others
CENTRAL WESTERN ZONE	Shinyanga	1 min. eng. 0 geologist	3 tech. 1 gemmologist	0 secr. 2 account.	1 driver
	Kahama	1 min. eng.	4 tech.		1 driver
	Tabora	1 min. eng.	1.tech.	1 secr.	
LAKE VICTORIA ZONE	Mwanza	1 min. eng.	3 tech.	2 secr. 1 account.	1 driver
	Kayanga	1 geologist	2 tech.		1 driver
	Musoma	0 min. eng. 0 geologist	3 tech. 1 gemmologist	1 secr.	1 driver
WESTERN ZONE	Mpanda	1 min. eng.	2 tech.	1. secr.	1 driver
SOUTH WESTERN ZONE	Mbeya	1 geologist	4 tech.	2 secr. 1 acco.	1 driver
	Chunya	1 min. eng.	5 tech.	2 secr. 1 account.	1 driver
NORTHERN ZONE	Arusha	1 min. eng. 1 geologist	7 tech.		1 driver 7 support
CENTRAL ZONE	Dodoma	1 geologist	8 tech.	1 secr.	
EASTERN ZONE	Dar es Salaam	2 geologist	5 tech.	2 secr. 1 account.	1 driver
	Morogoro	1 geologist	5 tech 2 gemmologist	4 secr. 1 account.	1 driver
EASTERN ZONE	Tunduro	1 geologist	2 tech.		1 driver
	Songea	1 min. eng. 1 geologist		1 secr.	1 driver
	TOTAL STAFF	8 min. eng. 9 geologist	59 tech.	24	20

Table Fejl! Ukendt argument for parameter.. Financial Resources

	ZMO/RMO	2001/2002 (Mio.TSH)
CENTRAL WESTERN ZONE	Shinyanga	No info.
	Kahama	No info.
	Tabora	6.1
LAKE VICTORIA ZONE	Mwanza	15.9
	Kayanga	No info.
	Musoma	8.4
WESTERN ZONE	Mpanda	9.2
SOUTH WESTERN ZONE	Mbeya	10.9
	Chunya	8.0
NORTHERN ZONE	Arusha	14.0
CENTRAL ZONE	Dodoma	10.0
EASTERN ZONE	Dar es Salaam	12.4
	Morogoro	No info.
SOUTHERN ZONE	Tunduro	10.8
	Songea	8.3

Table Fejl! Ukendt argument for parameter.. Equipment

Zone	ZMO/RMO	Vehicle	Computer	Printer	Typewriter	Photo copies	Telephone	Fax	Internet	GPS	Compass
CENTRAL WESTERN	Shinyanga	1	NO	NO	1	NO	NO	NO	NO	1	1
	Kahama	1	NO	NO	1	NO	1	NO	NO	1	1
	Tabora	No info									
LAKE VICTORIA	Mwanza	1	1	NO	2	NO	1	NO	NO	1	2
	Kayanga	1	NO	NO	1	NO	NO	NO	NO	1	2
	Musoma	1	NO	NO	NO	NO	1	NO	NO	1	1
WEST-	Mpanda	1	1	1	NO	NO	NO	NO	NO	1	1

ERN											
SOUTH WEST-ERN	Mbeya	1	1	NO	2	NO	NO	NO	NO	1	1
	Chunya	1	1	1	1	NO	NO	NO	NO	1	1
NORTH ERN	Arusha	2	1	NO	NO	NO	NO	1	NO	1	NO
CEN-TRAL	Dodoma	No info									
EAST-ERN	Dar es Salaam	1	1	1	NO	NO	1	NO	NO	1	NO
	Morogoro	1	1	NO	NO	NO	1	NO	NO	1	1
SOUTH ERN	Tunduro	1	NO	NO	NO	NO	1	NO	NO	1	1
	Songea	1	NO	NO	1	NO	1	NO	NO	1	1

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**DRAFT FINAL REPORT
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**ANNEX E
Stakeholder Interviews**

**CONSULTANCY FOR THE DESIGN OF A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MSD-TA/NDF-277-2**

DRAFT FINAL REPORT
October 12, 2002

Resume – Stakeholder Interviews

Appendix E

LIST OF MEETINGS HELD

Ministry of Energy and Minerals

- Zonal Mines Office, Lake Victoria Zone, Mwanza
- Zonal Mines Office, Arusha
- Zonal Mines Office, Dar es Salaam
- Resident Mines Office, Geita
- Environmental Management Sub-Section
- Legal and Fiscal Section
- Tanzania Geological Survey

Vice Presidents Office

- National Environment Management Council (NEMC),
Directorate of Environmental Impact Assessment
- Division of Environment

Ministry of Natural Resources and Tourism

- Forestry and Beekeeping Division
- Wildlife Division

Ministry of Land Use and Settlement

- Commission of Land use and
Registry, Dar es Salaam Zone,
- Mapping and Survey Division

Ministry of Regional Administration and Local Government

- Directorate of Local Government

University of Dar es Salaam,

- Institute of Resource Assessment (IRA)

Private organisations

- Longido Gemstone Mine, Arusha Zone
- Mabuki Diamond Mine, Mwanza Zone
- AFGEM Tanzania
Geita Gold Mining Limited
- Anglo Gold Exploration (Tanzania) Ltd.
- Resolute Tanzania Limited
- Tanzania Chamber of Mines, Dar es Salaam
- Miners Associations Office, Ramagasa Branch
- Miners Associations Office, Nvarugusu Branch

Abbreviations applied

EIA	Environmental Impact Assessment
ELF	Environmental Legal Framework
LU	Licensing Unit, Ministry of Energy and Minerals
MEM	Ministry of Energy and Minerals
NEMC	National Environmental Management Council
NEP	National Environmental Policy, 1997
PML	Preliminary Mining License
RMO	Resident Mines Office
STC	Cross Sectoral Technical Committee
ZMO	Zonal Mines Office

Executive Summary

In accordance with the TOR, Task 4, meetings have been held with various organisations, institutions and individuals, all stakeholders with regard to the design of a Mining Cadastre Information Management System.

The list of stakeholders was developed in co-operation with the Client, and includes in addition to the Ministry of Energy and Minerals (MEM) three ministries, the Vice Presidents Office, University of Dar es Salaam, and private mining organisations, representing a broad spectre of views such as other holders of rights (i.e. farmers, wildlife, forest, villages, municipalities and local authorities), legal aspects, environmental aspects, and commercial aspects.

The interviews held with MEM staff have revealed that a communication gap between the various sections exists and needs to be addressed, enabling Zonal Mines Offices (ZMO), Resident Mines Offices (RMO), the Environmental Management Sub-section to act in accordance with the intentions of these bodies. As stated elsewhere this constraint is caused mainly by the lack of adequate resources and instructions.

The National Environment Management Council (NEMC) is of the opinion that this office shall assess all granted licenses with respect to their potential environmental impact. Clear definitions of the respective roles/authority of NEMC and MEM with regard to mining should be worked out, and an appropriate system for communication should be established. It is the opinion of the Division of Environment, Vice Presidents Office, that MEM is responsible for informing NEMC about all mining projects requiring an EIA; in general PML operations are exempted from environmental assessments. Communication routines between VP Environment and MEM are in the process of being organised.

Disputes between wildlife interests and mining interests have been observed. An appropriate communication routine should be established to the Ministry of Natural Resources and Tourism, governing forestry and wildlife areas, ensuring that all applicants are aware of their obligations with regard to applications for a license to work within a reserved forest or wildlife area.

Ministry of Land Use and Settlements has experienced many disputes between mineral rights holders and villagers or other lawful occupiers. The boundaries between the various acts hereto need clarification and the appropriate communication lines should be established.

The newest 1:50,000 topographical map sheets were produced in 1993, though many sheets are more than forty years old. The maps are based on a UTM projection and a 1992 datum WGS. Ministry of Land Use and Settlements has the copyright for all 1:50,000 scale maps.

The Ministry of Regional Administration and Local Government conveyed the view that revenues from mining activities should benefit the local areas, and found that they should be in charge of monitoring the environment. There is a strong need for clarification of these two issues.

The private organisations find that the administrative system in the Licensing Unit is inadequate and that processing of applications is delayed beyond any reasonable standard, and moreover claim to have experienced corruption, fraudulent activities and conflicts of interests.

The Consultant is of the opinion that the implementation of a proper MCIMS will eliminate complaints like those expressed by the private organisations. However, in addition hereto the importance of tight communication lines/routines to the institutional stakeholders should not be underestimated.

Resume of Meetings

Ministry of Energy and Minerals

Tanzania Geological Survey, Dodoma

Date: July 22nd, 2002

Participants: Mr. D. Mcharo, Director and about 30 senior officials; Mr. J. Sarota, MEM and Mr. P. Kalvig.

Conclusions:

A meeting was held with the above participants. Mr. Kalvig presented the project in general and provided background information on 'the cadastre system'. It was the opinion of the survey delegates at the meeting, that in the light of the current process of transforming the survey into an agency the Licensing Unit in the future should be based with the survey, enabling also the survey to undertake the necessary promotion of the country's mineral resources. The Consultant did not comment these views. The Surveys current mineral resource database is based on Visual ProFox, and backup routines are undertaken on a weekly basis. All maps are based on MapInfo. Network is not available; one is PC connected to the Internet. An introduction was provided to the consultant to all the labs, library and to the archive.

Zonal Mines Office, Lake Victoria Zone, Mwanza;

Date: June 20th, 2002

Participants: Mr. Mwalabwa, Zonal Mines Officer, Ms L. Mnzava, Mr. A.L. Tesha, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig.

Conclusions:

Four Resident Mines Offices (RMO) are under this zonal office. The Zonal Mines Officer visits each RMO about twice a year. Communication between RMO and ZMO is mainly by mail. RMO communicates directly with Licensing Unit. The resources in terms of equipment, vehicle, communication, staffing and finances are inadequate for coping with all responsibilities of the office. Further details are provided in the Questionnaire Resume. Conclusions from field visit are reported separately.

Zonal Mines Office, Arusha;

Date: June 17th, 2002

Participants: Mr. A. Magayane, Zonal Mines Officer, Ms L. Mnzava, Mr. A.L. Tesha, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig.

Conclusions:

The Zone has more than 600 PML's. Discrepancies between the granted coordinates and actual field coordinates are commonly observed. If discovered the coordinates are corrected on the licenses – though no official correction procedure is applied, and thus may cause overlap with a

third party license. ZMO is responsible for receiving all royalties and annual rents. Net back value is based on the inspections of all gemstone lots – aimed for export. The financial resources allocated to the ZMO appear inadequate for undertaking all inspections. Further details are provided in the Questionnaire Resume.

Conclusions from field visit are reported separately.

Zonal Mines Office, Eastern Zone, Dar es Salaam

Date: July 8th, 2002

Participants: Mr. John-Bosco F.K. Tindyebwa, Zonal Mines Officer, two mine technicians, Mr. A. Hernandez, and Mr. P. Kalvig.

Conclusions:

The meeting discussed the distributed questionnaire. It was concluded that the resources allocated for the office was inadequate to undertake the responsibilities of the office. The office complained about the lack of communication with the LU, thus they do not receive information on new licenses issued within the zone. In general follow-up actions on fees due for payment and on due reporting are difficult, because licenses are issued on any date in the month and not on a once-a-month basis. Overlapping licenses is a big issue; the GPS equipment is inadequate for checking the localities. Lacking communication facilities is in general hampering the work of the office. Further details are provided in the Questionnaire Resume.

Resident Mines Office, Geita, Lake Victoria Zone

Date: June 21st, 2002

Participants: Mr. J. Nayopa, Resident Mines Officer, Ms L. Mnzava, Mr. A.L. Tesha, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig.

Conclusions:

The district of the Geita RMO is characterised by heavy exploration and mining activity, encompassing also the Geita Gold Mining Company. The area that RMO is responsible for is very large giving logistical problems with regards to inspections. The office does not have the resources to undertake thorough checks with respect to ore reserve calculations, mine grade and tonnage, mill grade and tonnage. The focus of the inspections of the large size mines is mainly safety and working environment. Mining safety is a big issue also for PML operations; last year more than ten people died in accidents. However, due to safety risks the RMO staffs do not undertake underground checks. The office receives only very few of the compulsory company reports. It is the opinion of RMO that about 95 percent of the PML's issued in the area are dormant, due to underground water problems and financial constraints.

Findings on the Field Trip in the area are reported in Field Report Resume.

Environmental Management Sub-Section,**Date:** July 1st, 2002**Participants:** Mr. H. Mmbando, Head of Sub-Section; Mr. J. Sarota, Mr. A. Hernandez and Mr. P. Kalvig**Conclusions:**

The sub-section is recently established and is currently staffed by one geologist (Mr. Mbanda) and one mining process engineer. The resources to the sub-section are not yet determined, though it is anticipated that more staff shall be deployed. It is the aim of the office to undertake inspections ensuring that all mining activities are in accordance with the Mining Act and Regulation. Hence the office shall review all company reports; however the Sub-Section has to date only received very few. They are in the process of setting up proper links to LU, ensuring that the Sub-Section is briefed about all activities. No formal co-operation is yet established with the National Environmental Management Council. It is not clear which office shall be responsible for monitoring areas after mine closures.

Legal and Fiscal Section**Date:** July 15th, 2002**Participants:** Mr. G. Nyelo, Head of Section, Mr. A. Hernandez, and Mr. P. Kalvig**Conclusions:**

The discussion focused on disputes between licensees or between MEM and a licensee. It is the opinion of Mr. Nyelo, that the Commissioner is called upon not less than twice a month, to resolve disputes – most of which are caused by overlaps. Only about two cases annually reach the High Court. None of these have been on issues concerning overlap. The existence of illegal mining operations – the so-called rush areas – was not of great concern to the office.

The Vice Presidents Office**National Environment Management Council (NEMC), Directorate of Environmental Impact Assessment****Date:** July 3rd, 2002**Participants:** Ms. E. J.C. Karario, Director; Mr. J. Sarota, MEM and Mr. P. Kalvig**Conclusions:**

It is the opinion of the Directorate, that *all* mining license holders, in advance of any operation shall submit an application including EIA to the directorate and obtain a grant in order to carry out operations (Ms Karario was not very specific with regards to which Act she referred to). Subsequently all applications are assessed by the Cross Sectoral Technical Committee (STC), on ad hoc meetings; *all* application areas will be visited by STC for on-the-site studies; all costs hereto are carried by the applicant. Last year the office undertook seven field inspection visits concerning mining. Communication and hence co-ordination between NEMC and MEM ought to be established.

Division of Environment

Date: September 9th, 2002

Participants: Mr. R. Muyungi, Assistant Director, EIA; Mr. H. Mmbando, Head of Environmental Management Sub-Section, (MEM), Dr. P.D. Kafumu, Head of Promotion and Statistics Sub-Section (MEM); Dr. P. Kalvig

Conclusions:

The Department of Environment provides mainly policy guidance e.g. the National Environmental Policy (NEP) (1997), and strategies for sustainable mining activities are in preparation. According to the NEP all large (not defined) mining projects shall submit EIA for the assessment of STC. Mr. Muyungi expressed the view that it is the responsibility of MEM to inform NEMC about all mining project requiring an EIA survey; it appears that Preliminary Mining Licenses in general are deemed exempted from EIA. Currently the office receives about twenty mining project application per month. Regional Environmental Offices are about to be established, aimed for monitoring mining operations; co-operation with Zonal Mines Offices is considered.

An Environmental Legal Framework (ELF) for all industrial sectors is in preparation, and might require amendments of the Mining Regulations (1999); the ELF is anticipated completed at the end of the year.

The Department of Environment provides information to the mining industry on subjects related to environmental friendly mining techniques. It is the aim to undertake these activities in co-operation with MEM.

Ministry of Natural Resources and Tourism**Forestry and Beekeeping Division,**

Date: July 3rd, 2002

Participants: Director, Prof. Said Iddi, Mr. J. Sarota, MEM, Mr. A. Hernandez, and Mr. P. Kalvig.

Conclusions:

The office administrates about 39 Mio. hectares of woodlands and forest. Mining activities are permitted within the reserved areas but granted on a case-to-case basis (i.e. Geita Gold Mine is situated inside the reserved area). Submission of EIA is required for mining operations. Companies are not paying any fees, but shall pay compensation according to the number of trees cut or damaged. The office does receive company reports from the companies granted permission to operate within a forested or reserved area. No communication procedures are established between the Ministry of Natural Resources and Tourism and MEM, and exchange of information takes place only randomly. The Consultant doubts it if MEM possesses updated maps of forested and reserved areas.

Wildlife Division

Date: July 5th, 2002

Participants: Assistant Director, Mr. Felix Lyimo, assisted by Game reserves, Community Development and Training officers, Mr. J. Sarota, MEM and Mr. A. Hernandez.

Conclusions:

The Wildlife Division is very concerned by the overlap interests between areas with a mining potential and Wildlife reserves. Illegal mining at the border of some Reserves is another concern. Some clarification was provided concerning prospecting and mining operations and licensing systems. They propose to create a joint working group with Ministry of Energy and Minerals and the Ministry of Natural Resources to solve major issues and improve communication.

Ministry of Land Use and Settlements

Commission of Land use and Planning Date: July 3rd, 2002

Participants: Mr. Shillilungwahala Mango Director of Physical Planning, Mr. Katehari Land Use Planner, Mr. J. Sarota, MEM, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig

Conclusions:

The aim of the office is mainly to undertake model village planning according to the Village Land Act. The office is, however, aware of a huge number of disputes between mining license holders and villagers, and the representatives anticipates that a large number of disputes are not reported to the Ministries of Land and Minerals. According to the representatives of the office the conflict stems from conflicts between the two sets of acts, the Land Act 9/99 and the Mining Act. Thus, it is the opinion of this office that all mining license holders shall compensate for any land (village land or general land), disregarding the type of mining activities. The said procedure being as follows: Application to be submitted to the District Office (c. 140), followed by visits (the licensee and an officer from the district office) to see the village(s), aimed at negotiating compensation to the villages situated within the license area. The office was encouraged to submit their views in writing.

City- and village plans are made in 1:1,000 and kept at the Regional Offices. The plans are redrawn in 1:5,000 by the Ministry, and subsequently drawn on the 1:50,000 topographical maps. Currently it is estimated that about 2,000 out of a total of 10,000 villages have made a plan.

The latest updated maps applied by the Ministry are from 1993, though many are in excess of 40 years old. The measurements of the titles are conducted with 0,3 m accuracy using a UTM projection for the maps and a 1992 datum WGS for the GPS. The ministry has the copyright for the 1:50,000 topographical maps of Tanzania.

Registry, Dar-es-Salaam Zone,**Date:** July 4th, 2002**Participants:** Ms Subica Sinda, Assistant Registrar, Mr. J. Sarota, MEM, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig**Conclusions:**

The office applies the Land Registration Ordinance 334, defining the registration procedure. The new Land Law refers to the same regulation to register the rights defined in the Law. About sixty zonal offices are available for registration of titles. Only surveyed land is registered, amounting to about 20% in Dar es Salaam or equivalent to 40,000 titles. There is no central registration of titles. Titles are registered locally at 6 zonal offices or the 3-7 Regional Offices that each Zonal Offices. Mining rights are not registered, and no conflicts are observed between land titles and mining titles; a few cases of compensations have been registered. The applicant provides his application for registering his right to the Regional Office. After the approval of the Ministry, the appropriate zonal office registers in their books and send the copy to the applicant.

Mapping and Survey Division (Visit to the mapping Archives)**Date:** July 4th, 2002**Participants** Mr. J. Sarota, MEM, Mr. P. Kalvig , Mr. L.B. Nielsen and Mr. A. Hernandez**Conclusions:**

The mapping Division stores 1:50,000 scale topographic maps covering the national territory. These maps are sometimes 40 years old; some has been updated such as Arusha in 1993. A total of 289 map sheets of 9 towns exist at 1:2,500 scales based on Landsat imagery. Difficult co-ordination with other Ministries induces that boundaries of reserves and villages are not up-to-date. In general the maps are short on information about land use. The maps are available at the selling office though some are out of stock.

Ministry of Regional Administration and Local Government**Directorate of Local Government****Date:** 22nd July 2002**Participants:** Ms M.K. Tarishi, Commissioner; two senior officials, Mr. J. Sarota, MEM and Mr. P. Kalvig.**Conclusions:**

The representatives of the Directorate conveyed the view that revenue from mining activities should benefit the local areas. Currently it is based on voluntary financial contributions made by a few companies; rather they would like to see a fixed percentage of the royalties paid by mining licence holders allocated to the Local Governments. Additionally it was the view of the representatives that the Local Governments should administer all environmental issues. The office was encouraged to submit their views in writing.

University of Dar es Salaam

Institute of Resource Assessment (IRA)

Date: July 3rd, 2002

Participants; Prof. Yanda, Mr. J. Sarota, MEM and Mr. L.B. Nielsen

Conclusions:

Prof. Yanda gave an introduction to the use of maps and GIS in Tanzania as well as an overview of former projects involving GIS, many of which he has participated in himself. There are no digital maps or themes covering Tanzania. The institute had two employees working on digitising satellite imagery at scale 1:2,500 (Landsat 1995 and Landsat 7 1999, 64 scenes). Mainly roads, reserves, forests, rivers and some land use are digitised. The digitising of the infrastructure in Tanzania is close to being completed in 1:250,000, whereas the digitalising in 1:2,500 only covers a fraction of Tanzania (nine cities). The consultants acquired a CD with all the digitised data. The institute is aware of the need for digitised data and is interested in co-operation with other organisations. Projections and co-ordinate system were discussed with little gain.

Private Organisations

Longido Gemstone Mine

Date: June 17th, 2002

Participants: Two representatives of the company (one mining engineer and one geologist) Mr. A. Magayane, Zonal Mines Officer, Ms L. Mnzava, Mr. A.L. Tesha, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig.

Conclusions:

The representatives briefed the team about the production of ruby. A summary of this and the findings are given in the report, Field Visit Observations. It may be concluded that, (1) beacons are not in place; (2) a part of the shaft is outside the license; (3) LU does not receive annual company reports; and (4) no information about the values produced are conveyed to LU.

Mabuki Diamond Mine

Date: June 20th, 2002

Participants: The licensee (name not recorded), Mr. Mlabwa, Zonal Mines Officer, Ms L. Mnzava, Mr. A.L. Tesha, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig.

Conclusions:

The licensee briefed the team about the production of diamonds and the constraints the company is facing on acquiring the necessary equipment for excavation and for mineral dressing. Two beacons were found in place, but the licensee complained about villagers destroying beacons and fences. The licensee also complained about the long delay in processing applications – in his case more than one year. A summary of the findings is given in the report, Field Visit Observations.

AFGEM Tanzania**Date:** June 18th, 2002**Participants:** Mr. J. Kimble, General Manager, Mr. A. Magayane, Zonal Mines Officer, Ms L. Mnzava, Mr. A.L. Tesha, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig.**Conclusions:**

The team was introduced to the production set-up of the mine and was briefed about the production figures. More than 95% of the production is being sold on auctions held in Tanzania and organised by the company. Mr. Kimble complained about the large number of underground intruders (in excess of twenty have been identified), some of which are more than 300 metres inside the AFGEM license area. This not only violates the mining rights of the holder, but is also of great concern with respect to safety. This issue has not yet been addressed, despite reported to the MEM several times. The views of the Consultant are given in the report, Field Visit Observations.

Geita Gold Mining Limited**Date:** June 22nd - held at the Geita Gold Mine**Participants:** Mr. Jon Hill, Exploration Manager, Mr. J. Nayopa, Resident Mines Officer, Ms. L. Mnzava, Mr. A.L. Tesha, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig.**Conclusions:**

The Company has taken over some of the PLM's situated within their 'area of interest'; outstanding is one PLM where the outstanding issue is the price of the license (the company wants to acquire the license for disposal of the waste dump, not for mining). Additionally the company has compensated villagers for taking over their farming areas. The company has experienced some rush areas inside their licenses; some groups have been chased away and some groups have agreed to surrender when the area is due for mining. The company is undertaking a thorough environmental monitoring program, following international environmental standards.

It was agreed that the company should submit in writing their views on the current licensing system, in which they find that overlapping licenses and very slow processing are key issues to be addressed. A summary of the findings is given in the report, Field Visit Observations.

Geita Gold Mining Limited / Anglo Gold Exploration (Tanzania) Ltd.**Date:** June 28th, 2002 – held at the STAMICO Office**Participants:** Mr. Jon Hill, Exploration Manager, Geita Gold Mining Company, Ms. K. Clarke, Commercial Manager, AngloGold, Mr. Dan Hamer, Exploration Manager, AngloGold, Mr. J. Sarota, MEM, Mr. A.L. Tesha, MEM, Mr. A. Hernandez and Mr. P. Kalvig.**Conclusions:**

The representatives of Geita Gold Mining Ltd. met with the Consultant and representatives from MEM, in order to learn more about the aim of the NDF project and to submit a report on the company's complaints with regard to the administration of the Mining Act. The critics provided in the company report (Geita Gold Mining Limited, AngloGold Exploration Limited, Discussion

Document) are very harsh, encompassing (a) the constraints with regards to human resources, infrastructure and facilities at MADINI;(b) Corruption, fraudulent activity and conflicts of interests; (c) Time delays – Issue and renewal of PL's; (d) Interpretation of the Mining Act 1998 – Prospecting Licenses.

Tanzania Chamber of Mines, Dar es Salaam

Date: July 1st, 2002

Participants: Mr. E. W. Jengo, Executive Secretary, Mr. Ron Clarke, MD, Resolute Tanzania Ltd., Mr. J. Sarota, MEM, Mr. A. Hernandez and Mr. P. Kalvig

Conclusions:

The Chamber of Mines has about fifty members of which about half are exploration- and mining companies active in Tanzania and the other half are entrepreneurs and suppliers to the industry. The Chamber of Mines aired the following views: (a) An open and transparent mining cadastre system is a must in order to develop the mining sector; (b) the current system does not provide access to see which areas are vacant and which areas are taken by whom etc.; (c) illegal mining is a big issue, and it is difficult to get the support from ZMO/RMO to get them out; (d) application processes are in general in excess of 6 months – only rarely it goes down to three months.

Miners Associations Office, Ramagasa Branch

Date: June 21st, 2002

Participants: Representatives of the Miners Associations Office; Mr. J. Nayopa, Resident Mines Officer, Ms. L. Mnzava, Mr. A.L. Tesha, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig.

Conclusions:

This branch has about 25 members, all PML holders. In general it was the view of the representatives that the organisation has a very good working relationship with the Resident Mines Office, and finds that they are complying with the current act and regulations. Thus they were astonished to learn that only a very few of them are submitting reports, and only very few are paying fees and royalties. They promised to address these matters. The representatives complained about: (a) It is a common procedure that if a PL holder relinquishes fifty percent of a license, the same person instantly applies for the area relinquished, thus the area is not vacant for other applications; (b) the area fee is too high. The Miners Associations was urged to submit their views in writing.

However, it was observed that the representatives of the Miners Association Office also took part in and directed illegal mining activities on third parties PL land. Further details are given in the report, Field Visit Observations.

Miners Associations Office, Nvarugusu Branch

Date: June 21st, 2002

Participants: Representatives of the Miners Associations Office; Mr. J. Nayopa, Resident Mines Officer, Ms. L. Mnzava, Mr. A.L. Tesha, Mr. L.B. Nielsen, Mr. A. Hernandez and Mr. P. Kalvig.

Conclusions:

The representatives of the Miners Associations Office introduced the team to some of the working PML's. Inspections of some beacons revealed only one plot being properly demarcated. The small size of the plots did not allow a proper organisation of the mining operations and safety is a big issue, which is not properly addressed. Further details are given in the report, Field Visit Observations.

CONSULTANCY FOR THE DEVELOPMENT OF A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MSD-TA/NDF-277-2

DRAFT FINAL REPORT
December 2002

ANNEX F
STRATEGY MEETING

ANNEX F

STRATEGY MEETING

Presentations of Three Strategies

RESUME

Held at SEAMIC
July 16th, 2002

Prepared, 29th July, 2002
Amended, 15th August, 2002

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1. INTRODUCTORY NOTES

A strategy meeting was held at SEAMIC on the 16th July, 2002. Senior officials representing Ministry of Energy and Minerals (the Client) and the Consultant attended the meeting.

The objectives of the meeting was approved by the Core Team, and subsequently approved by them. The Core Team arranged list of participants and extension of invitations. The meeting was organised and hosted by the Consultant.

For use at the meeting the following paper was distributed to participants, 'Strategy Meeting. Presentation of Three Draft Strategies to the Ministry of Energy and Minerals by the Consultant' encompassing meeting objectives, abstracts and overheads of the talks given, and the Terms of Reference of the Project.

This paper presents in brief the talks providing background information for the meeting and presents the principles of the three strategies and the pros and cons of the strategies. Additionally a brief summary of what transpired during the meeting is given.

2. STRATEGY MEETING OBJECTIVES

According to the Terms of Reference for the project, the Consultant,
shall outline a minimum of three alternative strategies for implementing a Mining Cadastre System,
shall make a recommendation as to the most appropriate of the alternative strategies, and
shall propose for the Client's consideration an appropriate Implementation Plan for the recommended strategy.

Moreover according to the TOR and the Inception Report, the Consultant
shall provide amendments to the Mining Act and Regulations of relevance for the implementation of a new cadastre system
shall provide Tender documents for procurement for one strategy, and
shall provide a training plan and study tour proposal related to the recommended strategy.

The objective of the Strategy Meeting is to discuss with the Client three possible strategies and to decide the most appropriate strategy, enabling the Consultant to undertake the above tasks.

In the Strategy Meeting the Consultant shall provide the Client with sufficient information enabling the Client to decide on which strategy should be adopted, and he will present talks on the following subjects,

- their findings on the assessment of the legal and regulatory framework;
- their findings on the assessment of the MEM mandate to establish the licensing system; and

based on the findings the Consultant

shall propose three Mining Cadastre Development Strategies, outlining the pros and cons of each strategy.

In addition to these talks pre-distributed abstracts of the talks shall form the basis for the subsequent meeting discussions.

In order to empower the meeting to make decisions regarding the strategy to be followed, participants for the meeting shall be MEM senior officials. (List of Participants attached in Annex 2). The list of participants proposed by the Core Team and approved by MEM.

A meeting Agenda was proposed in co-operation with the Core Team. The Agenda is attached in Annex 1.

3. SUMMARY OF TALKS

3.1 International Trends in Mining Act Reforms and Mining Cadastre Systems

The trends dominating the international mining act reforms these years were discussed and the importance of the following key principles were outlined,

- Open mining cadastre and title registry
- Granting of rights based on objective criteria (as opposed to discriminatory criteria)
- First come first serve basis
- Exclusive title rights
- Security of the tenure
- Free transferability of mining rights
- Simple financial maintenance requirements of mineral rights
- Environmental protection adapted to the various phases of a project.

The Tanzania Mining Act, 1998 was put into the above perspective. It was shown that the Mining Act, 1998 does not provide for some of the vital principles.

3.2 Key Elements of the Mineral Policy (1997)

A comparative analysis of the key elements of the Mineral Policy (1997) and the Mining Act (1998) and the administrative practice was given.

Some of the discrepancies observed between the Mineral Policy and the legal framework were discussed. Among these the Mineral Policy describes a transparent system; exclusivity of licenses should be ensured; first come first served principles should be ensured; and the Mining Act should be harmonised with other laws administered by other bodies.

3.3 Assessment of the Legal and Regulatory Framework for the Mining Cadastre System

The Mining Act (1998) and the Regulations (1999) was put into perspective of the Mineral Policy (1997) and issues related to a Mining Cadastre System were discussed. It was shown that issues such as license duration, minimum and maximum areas, annual rent, relinquishment requirements, required expenditures, reporting obligations, environmental requirements, application fees, financial provisions, right of exclusivity frequently are caused by, information not dealt with in the Mining Act (1998)/Regulations (1999) incomplete information in the Mining Act (1998)/Regulations (1999), and inconsistencies concerning i.e. the rights, obligations and requirements, mineral right exclusivity, conflicts of interest, compensation, reporting, and the role of different offices.

The talk also drew the attention to issues related to the overlaps between different types of rights governed by various stakeholders.

3.4 Summary of Findings on the Assessment of the MEM's Mandate and the Current Licensing System

The talk discussed the following topics and issues:

The observed application registration process is in general very opaque. Crucial administrative routines are not in place with regards to filing of applications and granted licenses: confidentiality, data-security/back up systems and quality checks. The administrative system does not provide for follow-up requests on applications submitted. Moreover the set-up for public inquiries regarding vacant areas are inadequate and inaccurate.

A run down was given of the mineral right application process, highlighting some discrepancies between the legal framework and practice, i.e. Resident Mines Office is not defined; first come first served is not practised; application process exceed by several months the required six weeks period; overlapping rights can not be guaranteed; and transparency of the system is not met.

The resources - in terms of i.e. finances, equipment, communication, safety rooms, offices, training - allocated to MEM, The Licensing and Mineral Rights Registry Subsection and to the Zonal/Resident Mines Offices are inadequate.

Communication routine practice - internally and externally – is almost absent.

Conflicts of interests as well as compensations are not dealt with in the legal framework.

3.5 Proposal for the Design of Three Mining Cadastre Development Strategies

Strategy Goals

The goals for the minerals and mining industry are spelled out in the Mineral Policy (1997). In order to achieve the long term policy goal, that the mining industry shall contribute in excess of ten percent of the GDP, the policy recognises the need to put into place an internationally competitive investment environment and expresses that focus should be on the development of the legal, regulatory, fiscal, and institutional environment for the investment in mining. Moreover the Mineral Policy spells out the legal and regulatory objectives. Hence, the goals for a Mining Cadastre Development Strategy are very clear.

The Current Mining Cadastre Situation

The current mining cadastre situation is composed by the following components,

The Mining Act (1998) and Regulations (1999)

- Having weaknesses regarding transparency, missing information, and inconsistencies.

- Some of the key elements proven to be of importance for boosting the mining industry are not included (i.e. granting rights on objective criteria, transparency, security of tenure etc.)

The Administrative Practice and Routines

- Weaknesses regarding the organisational set- up,

- Resource constraints

- Lack of operation manuals

- Strong demand for directions, training, and capacity building .

- Overlapping mineral rights are a serious issue

- Follow-up and inspections of licences granted are hampered due to resources constraints

- No information desk is available

The Mining Rights Inventory

- Records and data are incomplete

- The system is inadequate

- Maintenance routines are not implemented (i.e. no back-up)

- Overlapping rights occurs

The Administrative Set-up

- Zonal/Resident Mines Offices – communication constraints

- Stakeholder contact – communication routines are absent

The Strategy Implementation Components

In order to move from the current mining cadastre situation and achieving the goals set out in the Mineral Policy, five 'Strategy Implementation Components' are crucial in any implementations strategy to be chosen,

- Amendments or reforming the Mining Act(1998) and Regulations (1999)
- Changes in the institutional framework and the administrative practice
- Establishment of a transparent MCIMS system (Open Title Registry)
- Additional resources
- Implementation of a capacity building and training plan

Component 1. *Amendment or reforming the legal framework*, could take one of the three routes set out below,

Model A: Mining Act Amendments. The structure of the Mining Act (1998) remains, but

- Adding incomplete and missing information
- Amendments of inconsistencies
- Adjustments of the Regulations (1999) accordingly

Model B: Mining Act Simplification. Reformulation of certain issues, i.e.

- Reducing the number of types of rights
- Rights granted according to objective criteria
- Exclusivity of all mineral rights
- Environmental requirements adapted to phases
- Adjustments of the Regulations (1999) accordingly

Model C: Mining Act Reform. Formulation of a new Mining Act, i.e. based on the following principles,

- Rights granted purely on objective criteria
- Uniform national block system
- Relinquishment not possible
- All licenses has status a registered right
- One licensing scheme, providing the security of a tenure
- Simple financial maintenance requirements
- Formulation of new Regulations

All the additional Strategy Implementation Components will differ depending on the strategy to be chosen. Hence any changes being introduced in the legal framework will be the prerequisite for the design of the additional strategy implementation components.

Component 2: *Changes in the institutional framework and the administrative practice.*

The administrative practice with regards to processing application will differ substantially depending on the type of Mining Act being the result. Thus Model A will require a large number of professionals for processing the application and for providing recommendations to the Commissioner/Minister. Staff requirements for Model B and C are not as extensive because licenses are granted according to objective criteria, and hence are more straightforward process.

Component 3: Establishment of a transparent MCIMS system (Open Title Registry)

The appropriate design of the MCIMS system will depend on the mining act model chosen. Thus routines for communication with Zonal/Resident Mines Offices and key stakeholders have to be designed and implemented.

Component 4: Resource requirements

Resource requirements in terms of

Human resources – management, professionals, technicians, secretaries and clerks

Facilities (offices, storage rooms, safety rooms for confidential files)

Equipment (i.e. computers, software, system set-up, photocopiers, printers, plotters, fax machines, telephone lines)

Financial resources,

all have to be designed specifically to the decided legal framework. Each of the mining act modes has its own impact on the resources requirements. The resource requirements regarding all sub-components required for administering Model A are substantially higher compared to a system based on Model B and Model C.

Component 5: Implementation of capacity building and training plan programmes have to be designed in accordance with the model chosen. This should be considered for each of the following sub-components, regarding Licensing Unit staff,

Management study tour

Management training courses (internal and/or external)

Training courses for professional

Training courses for technicians, clerks and secretaries

Training courses for Zonal/Resident Mines Office staff

Information courses for key stakeholders – ensuring appropriate co-ordination procedures.

Pros and cons of the strategies

The table below provides some of the pros and cons related to the three strategies.

	Strategy A	Strategy B	Strategy C
Total strategy implementation time	Short	Medium	Long
Financial resource requirements for Licensing Unit	Extensive	Medium	Low
Staff requirements for Licensing Unit	High	Medium	Low

Application process principle	Discretion	Objective	Objective
Application processing time	Long	Short	Short
Transparency of MCIMS and act	Not complete	Yes	Yes
Overlapping licenses issues	Possible	Possible	Not possible
Licensees security of tenure	No	No	Yes
License maintenance requirements	On discretion	Simple	Simple
Status as registered right	No	Yes	Yes

Strategy implementation time - The following implementation times are anticipated,

Strategy A

Mining Act Amendments: One year

Strategy Implementation: One year

Strategy B

Mining Act Amendments: Two years

Strategy Implementation: One year

Strategy C

Mining Act Amendments: Two years

Strategy Implementation: Five years

The assumptions are the best guesses of the Consultant, though the time required for the political process is very difficult to anticipate, and therefore the result may be somewhat different. However, it is clear that the implementation of Strategy A is a straightforward process. As well it is clear that the complete implementation of Strategy C, based on the uniform national block system will take years, awaiting all current licenses within a certain block being expired, ensuring that subsequently only one license is granted on each block (license area and block area are identical).

Financial resource requirements for the Licensing Unit – Salaries are assumed being by far the biggest part of the annual budget of a Licensing Unit. Thus Model A requiring the largest number

of professionals and technicians will also require the largest financial budget of the three models. *Staff requirements for the Licensing Unit* – Due to the discretionary principles applied in Model A, this model will require the highest number of professionals for assessing applications, control of overlapping areas, budgets, reports etc. The Model C thus will require the smallest number of professionals and technicians.

Application processing time - will be longer applying Model A, which is based on discretionary principles and thus requires a thorough scrutinising process, compared to Model B and C, based on simple objective criteria.

Transparency of the cadastre system will not be achieved in Model A, due to the fact that it is based on the discretionary principles, and special agreements made with a licensee has to be kept confidential.

Overlapping licenses - Issues may still occur in Model A and Model B, both based on coordinates provided by the applicant and subsequently checked and entered to the system by the Licensing Unit staff, thus being vulnerable to human errors. However checking routines will ensure that such errors occur only very rarely. Overlap is not possible in Model C.

Security of the tenure - will be guaranteed in Model C but not in Model A and B, though Model B might be modified to do so.

License maintenance requirements – The requirements a Licensee has to comply with in order to renew a license. Model A is based on the discretionary principles, thus maintenance requirements are based partly on assessment of the work performance and partly on payments; Model B and C are both based on objective criteria, hence maintenance requirements are entirely fee-based – normally defined as simple maintenance requirements.

License has status as registered right – in contradiction to the mining acts forming the basis for Model B and C, the Model A Mining Act shall not ensure all types of licenses the status as a registered right which is in accordance with the current system.

4. RECOMMENDATIONS MADE BY THE CONSULTANT

The Consultant recommended a Mining Cadastre Development Strategy along the lines set out in Model B, amending and simplifying the Mining Act regarding

Simplification of the types of mineral rights/titles
Granting of rights on objective criteria, and
All rights are guaranteed exclusivity.

5. CONCLUSIONS MADE BY THE MEETING

The meeting discussed the five strategy implementation components, and the statements below is what transpired during the discussions.

The Strategy Implementation Component

The Mining Act – Components

Mining Act Model A: It was the opinion of the meeting, that amendments would only be a temporary solution with the risk of modifying it again in the next few years.

Mining Act Model B: It was the opinion of the meeting, that both amendments and simplifications are unavoidable. Amendments of Model B should be based on the following principles,

- Simplification and reducing the number of type of rights
- Objective criteria (non discriminatory decisions)
- Exclusivity of all mineral rights
- Adjustments of the regulation according to the amended act.

Mining Act Model B was very much in favour of the participants of the meeting.

Mining Act Model C: It was the opinion of the meeting, reforming the mining act will necessitate the correction of all licenses within the block system and it will need more resources to be mobilised.

Additional strategy implementation components

- The Institutional framework and administrative practices
- MCIMS – open title registry
- Implementation plan – capacity building and training plans
- Resource requirements

The additional components will have to be designed according to the mining act.

The Strategy should be selected based on several criteria, i.e. implementation time, resources, and suitability of developing the mining industry.

Environmental aspects

It is important to have a well-defined environmental management system, phased over license lifetime.

Stakeholders

Key stakeholders should be identified, and an appropriate co-ordination procedure and routines between these and the Licensing Unit should be ensured.

Additional comments

Additional comments made by individual participants during the meeting,

The mining act should govern both foreign investors and small scale miners interests

Propose UTM co-ordinate system despite strategy selected

Implementation plan

The meeting also decided that the implementation plan should consider the following,

delay of the amendment of the act

redesign the administrative system

training plans for capacity buildings

AGENDA OF THE MEETING

**CONSULTANCY FOR THE DESIGN OF
A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MSD-T/ANDF-277-2**

STRATEGY MEETING

Organized in cooperation with MEM and the Consultant

To be held at SEAMIC on July 16th, 2002

AGENDA

- | | |
|---------------|--|
| 08.00: | Departure of the Minibus from MEM Head Office to SEAMIC |
| 09.00 - 09.30 | Registration and opening |
| 09.30 - 10.00 | General Trends in International Mining Laws Reforms – <i>by P. Kalvig</i> |
| 10.00 - 10.15 | Tanzania Mining Policy – <i>by A. Hernandez</i> |
| 10.15 - 10.45 | Assessment and finds with respect to the legal and regulatory framework – <i>by A. Hernandez</i> |
| 10.45 - 11.00 | Tea and coffee break |
| 11.00 - 11.30 | Assessment and finds with respect to the administrative practices of the Mining Act, 1998 and Regulations, 1999 – <i>by A. Hernandez</i> |
| 11.30 - 12.00 | Presentation of three possible Mining Cadastre Development Strategies – <i>by P. Kalvig</i> |
| 12.00 - 01.30 | Lunch |
| 01.30 - 03.30 | Discussions |
| 03.30 - 04.00 | Summing-up by the Consultants |

LIST OF PARTICIPANTS, STRATEGY MEETING, JULY 16TH, 2002.

NAME	POSITION
C.E. GOMBE	TECHNICIAN – LICENSING AND MINERAL RIGHT REGISTRY
DR. P. KAFUMU	HEAD MINERAL PROMOTION AND STATISTICS AND ASST. COORDINATOR – MSD/NDF
K.P. LUPINDU	DEPUTY PROJECT MANAGER, MSD-TA/NDF
F.N. MAKYAO	SENIOR GEOLOGIST
B.J. MCHWAMPAKA	HEAD, COORDINATION AND EXTENSION SERVICES
H.E. MMBANDO	HEAD ENVIRONMENTAL MANAGEMENT
L.J. MNZAVA	HEAD LICENSING AND MINERAL RIGHT REGISTRY AND COORDINATOR – MSD TA/NDF
H. MRUMA	PROJECT MANAGER, MSD-TA/NDF
M. MUZE	LEGAL OFFICER – MINISTRY OF ENERGY & MINERALS
D.H. MWAIGOBEKE	GEOLOGIST – EASTERN ZONE - MINES OFFICE - DAR ES SALAAM
P. NGEREJA	GEOLOGIST
F. NKWANGA	GEOLOGIST -RESIDENT MINES OFFICER - MOROGORO
V. B. NTULANALWO	ASST. COMMISSIONER MINERALS DEVELOPMENT
G. NYELO	HEAD, LEGAL & FISCAL
J.K.M. SAID	TECHNICIAN – NORTHERN ZONE MINES OFFICE - ARUSHA
J. SAROTA	MINERAL ECONOMIST
A. L. TESHA	TECHNICAL OFFICER-MSD TA/NDF
M. GEBREMICHAEL	CONSULTANT
A. HERNANDEZ	CONSULTANT
I.A. ISHEGIZE	CONSULTANT
P. KALVIG	CONSULTANT
J. NYAKAANA	CONSUTLANT

**CONSULTANCY FOR THE DESIGN OF A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MDS-TA/NDF-277-2**

**DRAFT FINAL REPORT
December, 2002**

**ANNEX G
Proposed Amendment to the Mining Act 1998**

1. Amendments of the Mining Act, 1998

Overall changes are suggested in the whole Act, except when especially specified:

Mining Act 1998	Amendment	Justification
Everywhere Special Mining License Gemstone Mining License	Replace by: Mining License Mining License	
Section 4(1) "gemstone mining license"	Delete	Simplification No specific License
"lawful occupier"	Holder of rights on the land in accordance with the Lands Law, 1999	
"licensing authority" when an application for a license is to be made to the Minister... when an application for a license is to be made to the Commissioner...	Clarify and simplify: The Mining Cadastre Registrar is the LA in charge of decisions and signatures required for registration, except for special conditions stated in the Act where the Minister, Commissioner or any other officer is the responsible authority.	Clarification <i>Note: it is suggested that a new section is opened in the general principles to define who is the licensing authority.</i>
"Mining Advisory Committee"	Delete	Processes Institutional reorganization
"Special Mining License"	Delete	Simplification Standard Mining Licenses
	Add: "Resident Mines office": such an office established for any sub-area of a zonal office in accordance with section 23.	Missing information
	Add: "Resident Mines Officer": same with subsection (5)	Missing information

<p>Section 7 The following Mineral rights may be granted...</p>	<p>Under Division A: Prospecting License Under division B: Mining License Under Division D: Small-scale prospecting and Mining License.</p>	<p>Simplification</p>
<p>Section 8(1) No mineral Rights shall be granted to an individual who: ...</p>	<p>Add: (iii) officers working in the Ministry of Minerals in the Central level for large-scale prospecting and mining Licenses; (iv) personnel working in ZMO or RMO for prospecting or mining Licenses operating in the area covered by the office.</p>	<p>Missing Information Conflicts of interest.</p>
<p>Section 8(3) No gemstone mining License shall be granted to a non-citizen...</p>	<p>Delete</p>	<p>Simplification Consistency</p>
<p>Section 9(2) No special mining license, no mining license or gemstone mining license or....</p>	<p>Replace by No Mining License</p>	<p>Simplification Consistency</p>
<p>Section 9(4) The consent of the licensing authority ... shall not be unreasonably withheld or delayed</p>	<p>Replace by: If the Licensing authority is not informing the holder of his decision within 30 days from the receipt of the request, the transfer is considered accepted and shall be registered as such, on the condition that: (a) the applicant confirms by registered letter the copy of the receipt indicating the date and time of reception; (b) the Licensing Authority confirms or does not reply within the next 30 days.</p>	<p>Clarification Responsibility of the administration and efficiency</p>

<p>Section 10 The Minister may, on behalf of the United Republic, enter into a developing agreement, not inconsistent with this Act, with the holder of, or an applicant for, a Minerals Right for which he is the licensing authority, the conduct of mining operations under a special mining License, or the financing of any mining operations under a special mining License.</p>	<p>Modify: The Licensing authority may, on behalf..., enter into a developing agreement, not..., with an applicant for or the holder of a Mining License, which he is the appointed officer in accordance with the Act section..., the conduct or financing of mining operations under a Mining License.</p>	<p>Clarification</p>
<p>Section 10(4) The Minister shall refer any proposal to enter into a developing agreement to the Mining Advisory Committee.</p>	<p>Replace by: The Licensing authority shall prepare this agreement with the officers and stakeholders concerned by the content of the agreement.</p>	<p>Role Changing the role of the MAC</p>
<p>Section 12(2) Where two or more specified applications are received the same day by..., those applications shall be deemed to have been received simultaneously and priority shall be determined by the Minister.</p>	<p>Delete Add: (2) An application received in the authorised reception office (<i>definition to add in section 8</i>) in the prescribed form by an applicant who justifies the payment of prescribed fees shall be registered immediately with a number, the date and time at which it was received. These shall be indicated on an official receipt handed to the applicant or his authorized agent or sent to the applicant by registered mail (<i>copy of 24(4) and (5)</i>)</p>	<p>Clarification First come, first served Clarify the registration of an application (principle valid for all Licenses)</p>
<p>Section 13(1) The Minister (can) designate any vacant area other than an area already forming part of a reserved area as an area for which he invites application by Tender for a) a prospecting license(s), b) a mining License(s); c) a</p>	<p>Replace by: The Minister (can) designate any vacant area other than an area already forming part of a reserved area, hazardous area or village area as an area... for large-scale mining or prospecting License(s).</p>	<p>Coordination Accordance with Lands Law Pre-definition of vacant area and compensation rules <i>Note: these compensation rules should be added in a single and complete section to be added in the Part II, General Principles.</i></p>

gemstone mining license(s)	(2) The Minister (can) designate vacant area a part of a village area after determining with the ministry of Lands compensation rules in accordance with the provision of the Act section...	
Section 13(2) The area of a gemstone mining license...	Delete	Simplification No specificity by Minerals
Section 14 When the Minister, after consultation with the Mining Advisory Committee, determines it would be ... he may ... designate any vacant area as an area exclusively reserved for prospecting and mining operations by persons holding primary mining licenses issued under Division D..	Replace by: When the Minister, after consultation with the Commissioner based on information from the ZMO determines... any vacant area designated under the conditions 13(1) and 13 (2) for applications to small-scale prospecting or mining Licenses.	Clarification
Section 15(1) No person other than ... shall buy... or sell any raw gold or gemstones.	Modify: No person other than sell any mineral.	Simplification Missing Information
Section 15(3) No person shall export from Tanzania any raw gold or gemstones unless he is an authorised miner or a licensed dealer...	Modify: No person shall export from Tanzania any mineral unless he is a licensed dealer. Delete (a) (case of authorised miner)	Consistency Another option could be to authorise miners to export.
Section 15(5) The Minister may... extend the provision of this section so that they apply to minerals other than raw gold and gemstones.	Delete	Simplification Already extended to all minerals

<p>Section 20: There is established a Mining Advisory Committee... the provisions of the First Schedule apply to the composition of this Committee It shall submit its advice... the Minister shall publish...</p>	<p>Delete</p>	<p>Role Change the operation of the Minerals Advisory Committee.</p>
<p>Section 22: No officer of the Ministry or other public officer shall be liable for anything done or omitted bona fide in the performance... under this Act.</p>	<p>Delete or replace: The officer of the Ministry in charge of delivering information to the public is responsible of the conformity of the information provided with the existing legal information stored in the Ministry.</p>	<p>Clarification Better definition of the responsibility of the Ministry in delivering information Should be move in the introduction, as principles.</p>
<p>Section 23 (1): The Minister, in consultation with the Mining Advisory Committee shall establish ZMO and appoint the area of Tanzania for which such ZMO shall be responsible.</p>	<p>Replace by: The Minister, in consultation with the Commissioner, shall establish ZMO and appoint... (2) The Minister, in consultation with the Commissioner, shall establish Resident Mines Offices (RMO) supervised by a ZMO and appoint the area deducted from the zonal office responsibility to the RMO</p>	<p>Role Existence of Resident Mines Offices.</p>

<p>Section 24 (1): An application... for a prospecting license for a) all minerals other than building materials and gemstones; b) building materials; c) gemstones.</p>	<p>Modify An application... for a prospecting license for minerals.</p>	<p>Simplification No prospecting license for building materials</p>
<p>Section 24(3): An application for the grant of a prospecting license (a) shall contain... person; (b) shall state whether the application is for...; (c) shall state the size of the area of land which shall not exceed the maximum area prescribed as provided under section 27, and be accompanied by a plan of the area; (d) shall contain a statement giving particulars of the financial and technical resources available to the applicant; (e) shall contain details of any Mineral Rights previously granted to the applicant.</p>	<p>Modify An application for the grant of a prospecting license (a) shall contain... person; (b) <i>delete</i>; (c) shall state the size of the area of land which shall not exceed the maximum area prescribed as provided under section 27 and be accompanied by coordinates of the limits in accordance with the Technical Specifications provided in relevant regulations; (d) <i>delete (compensated by facilitating cancelling licenses)</i>; (e) <i>delete (the MCIMS is a tool for searching information when necessary)</i></p>	<p>Clarification Reference to a unique coordinate system</p>
<p>Section 24(4) and (5) Every application ... shall be registered immediately Each application shall be assigned...</p>	<p>Delete Replaced by complement of article 12(2) in the general principles</p>	<p>Consistency</p>
<p>Section 25: An applicant for a grant of a prospecting license for all minerals other than building materials or gemstones may apply for the grant of a prospecting license covering a preliminary reconnaissance period not exceeding two years.</p>	<p>Delete Can be replaced by: Preliminary Reconnaissance before prospecting without any visible activity is authorized to any Tanzanian citizen without License.</p>	<p>Processes the process to attract artisanal prospectors and give the possibility to investors to use the knowledge of Tanzanian without financial or administrative constraints for the Tanzanians.</p>
<p>Section 26: (tenders) (2) applications shall be submitted to the MAC for its advice. (3) on receipt of a report from MAC, the Minister shall consider the competing bids and select</p>	<p>Replace by: And move to Section 12 (39 or new 13 as a general principle applicable to PL as well as Mining Licenses (2) applications shall be submit-</p>	<p>Clarification International standards of bidding process. Note that the evaluation criteria are subject to discussion. For example, the evaluation of the</p>

<p>the bid which is most likely to promote ... the development ... (a) programme of prospecting operation...and commitment of expenditures; (b) financial and technical resources; (c) previous experience and successful application.</p>	<p>ted to an Evaluation Committee whose members are nominated by the Minister of minerals for evaluation of the bids after a public opening in accordance with international standards and using the following criteria: <i>(repeat criteria a-b-c of subsection (3))</i> (3) The Minister, on receipt of the Evaluation Report, shall approved the proposed selection of the winner of the Bid or request complementary information to the Evaluation Committee. (4) Contract negotiations resulting in a Development Agreement, based on the proposal and comments of the Evaluation Committee, are initiated by the Minister after his approval of the Evaluation report and the notification to the successful applicant.</p>	<p>financial capability could be deleted.</p> <p>It is useful to give a percentage to each criteria (for example (20-40) to be decided before initiating tender process and informing the bidders.</p>
<p>Section 27: (1) maximum area, (2) maximum area for different type of prospecting license; (3) amount per square km to spend annually; (4)different expenditure for different period.</p>	<p>Delete</p>	<p>Simplification Useless and unmanageable complexity. One type of Prospecting License only, no control of expected expenditure, compensated by control of activity and easy cancelling process.</p>

<p>Section 28 An applicant for a prospecting license whose application has been declared to be a successful application shall be entitled to the grant ... unless (a) he is disqualified; (b) he is in default of another Mineral right; (c) the area is subject to another Mineral Right other than...; (d) the area is designated by the Minister as an area reserved for persons holding primary licenses; (e) application made by another person who has priority (section 12); (f) area designated as area where applicant are invited by Tender.</p>	<p>Delete Sub sections (a) and (b) are defined in the principles. (c) and (e) concern "first come, first served" principle and exclusivity rights. Are defined in the principles (article 12). Sub section (f) relates to priority to tender area. Can be added in the principles section: Add 13(3) An area designated as an area for which applications are invited by Tender cannot be applied by an applicant to a prospecting or mining license from the effective date of the decision of the Minister.</p>	<p>Processes An application cannot be "successful" if non fitting all requirements</p>
<p>Section 29: Where an applicant is entitled to Prospecting License,... the license shall subsist for the following period: ...preliminary period not exceeding 2 years ... initial prospecting period not exceeding three years... ... two renewals not exceeding two years each... .. at the end of the second period, complete a feasibility study for a further period required...</p>	<p>Modify Where an applicant...shall subsist for a period of three years renewable.</p>	<p>Simplification and clarification. Administrative control to minimize. <i>Note: this section could be deleted if the option was to manage not by fixed duration but by increasing annual fees.</i> <i>Not necessary to limit the number of periods, compensated by increased fees and possibility to cancel.</i></p>
<p>Section 29(2) The Licensing authority shall... renew the prospecting license: at the end of the preliminary reconnaissance period... at the end of the initial period or... and the end of the renewal period; at the end of the second renewal period</p>	<p>Delete No impact of this article</p>	<p>Simplification No licence for reconnaissance Fixed (or absence of) period</p>

<p>Section 29(3) The ... renewal of a Prospecting License is subject to the condition that: the holder is not in default, (<i>justified of a written notice</i>) (i) (<i>area after preliminary reconnaissance not exceeding maximum authorized for Prospecting Licenses</i>) (b) (ii) (<i>50% relinquishment at each renewal</i>)</p>	<p>Modify The ... renewal is.... That: (a) the holder... (idem) (b) cancelled (c) idem</p>	<p>Simplification No preliminary reconnaissance period <i>Note: the 50% relinquishment is subject to discussion.</i></p>
<p>Section 30 not later than 4 weeks... not later than 6 weeks...</p>	<p>Add Sub section (3) if the Licensing Authority is not granting the License in the delay prescribed in (1) and (2), the applicant is authorized to start activity under the condition that: (a) he confirms in the Register of the Licensing Unit if the Licensing authority is not informing the holder of his decision within 30 days from the receipt of the request, the transfer is considered accepted and must be registered in the Registry as such, on the condition that: - the applicant confirms by registered letter the copy of the receipt indicating the date and time of reception; - the Licensing Authority confirms or does not reply within the next 30 days.</p>	<p>Role Defining the responsibility of the administration</p>
<p>Section 31(1) A prospecting License shall state the date of the grant of the License and the period for which it is granted; include a description and plan of the area of land... state whether the License applies to: all minerals..., building</p>	<p>Modify A PL shall: (a) (<i>no change</i>) (b) include a map and coordinates of the limits in accordance with the Technical Specifications provided in relevant regulations;</p>	<p>Missing information Unique coordinate system Information of the rights and obligations</p>

material or gemstones, both containing an explanatory note (section 37)	<i>(c) delete the type of Licence and replace by:</i> Include description of legal requirements concerning rights, obligations and exclusivity and priority regulations.	
Section 31 (2) In determining the date for the commencement.... The Licensing authority may take account of any period not exceeding six months To make any necessary preparation for prospecting operations	Delete	Role Not in accordance with the role of the State defined in the National Policy
Section 32(1) ... A prospecting Licence confers the exclusive right on prospecting operations ... for minerals to which the License applies providing that: ... the holder of a PL for OMBG may investigate and assess deposits of gemstone found... (for Preliminary Reconnaissance period of more than 1000km ²), exclusive right not extended to any mineral not designated in the prospecting License	Modify A PL confers the exclusive right on prospecting operations for all minerals. Delete a and b <i>(a) all minerals</i> <i>(b) no reconnaissance, valid for all minerals</i>	Simplification to promote prospecting and mining Unique type of Licence for any mineral. No PL for Building Material.
Section 32 (2) ... the holder may ... erect camps and temporary buildings, and may erect installations in any water forming part of the prospecting area.	Add If the holder is using village land, he shall apply compensation rules defined in section 96(3), the case may be.	Clarification Free access for prospectors, but taking into account possible compensation.

<p>Section 32 A holder of a Prospecting License for gemstones (who recovers gemstones) may dispose of the gemstones by sale to a licensed dealer and shall promptly submit... to the Commissioner, showing name, weight, receipt... (Pursuant to subsection 3) be deemed to be an authorized miner.</p>	<p>Delete Or Holders of prospecting Licenses are authorized to sell recovered minerals if they do not mine. (see definition in section 4)</p>	<p>Consistency Eliminate a risky and complex specificity that cannot provide any efficient result. <i>Note: deleting this section, prospectors cannot sell gemstones officially.</i> <i>But a Mining License should confer the right to prospect and mine (see section 38).</i></p>
<p>Section 33 A holder of a PL shall commence operation within 3 months... give notice to the Licensing Authority of the discovery of any mineral.. of potential commercial value. Expand on prospecting operation no less than the amount prescribed.</p>	<p>Simplify A holder of a PL shall give notice... Cancel a and c</p>	<p>Role Redefine the role of the State in accordance with the National Policy Avoid uncontrollable requirements.</p>
<p><i>Section 34 (Retention License) (1)</i> The holder of a PL other than PL for building material or gemstones may apply to the Minister for the grant of a Retention License: he has identified a deposit of commercial significance, which cannot be developed for technical constraints, adverse market conditions or other economic factors of a temporary character</p>	<p>Modify The holder of a PL may apply to the Licensing authority for the grant of a Retention Licence: (a) and (b) similar</p>	<p>Simplification No PL for building material Condition (b) applies to Gemstones. Role of Minister</p>
<p>Section 34(2) An application for RL shall be accompanied by studies on assessment by appropriate experts or consultants acceptable by the Minister on: (extend of recovery, market conditions, economic factors)</p>	<p>Modify An application for RL shall be accompanied by a report from the holder of the PL describing topics defined in 34 (1) a and b.</p>	<p>Processes Doubtful that PL holders require "appropriate experts acceptable by the Minister" Complexity of the application <i>(note: instead of requesting expert's advice, it would be better to ask the ZMO to make enquiry</i></p>

<p>(impact of mining operations on the environment) (such other information as the Minister may require...</p>		<p><i>on site with the holder and provide a recommendation report).</i></p>
<p>Section 34(3) Application... shall be submitted to the MAC for its advice</p>	<p>Modify The holder's justification report will be sent to the appropriate ZMO or RMO for survey, confirmation and recommendation.</p>	<p>Role Not the role of the MAC</p>
<p>Section 35 (4)... before renewing, the Minister may require the holder to provide him with such updated studies and assessment... and shall refer to the MAC for its advice. (conditions of surrender RL) b. where the holder... fails to show cause within a reasonable time c. Before serving a notice ... refer the matter to MAC</p>	<p>Replace Minister by Licensing authority Modify (4)... before renewing, the holder shall provide an updated justification report... and the Licensing authority shall refer to the appropriate ZMO or RMO for survey, confirmation and recommendation. (1) (b) where the holder.... within 30 days. c) ... refer the matter to the appropriate ZMO or RMO.</p>	<p>Role of Minister, MAC, ZMO</p>

<p>Division B: special Mining License, Mining License, Gemstone Mining License</p>	<p>Replace in all the division these 3 types by "Mining License"</p>	<p>Simplification</p>
<p>Section 36 (1) ... the holder of a PL or RL is entitled on application to the Minister, pursuant to section 38, to the grant of a SML, on application to the Minister pursuant to section 47 or 51 to the grant of a ML or a GML for the mining within the PL or RL area of minerals to which the PL or the RL applies.</p>	<p>Simplify The holder of a PL or RL is entitled on application to the Licensing authority to the grant of a ML for the same area.</p>	<p>Simplification and clarification</p>
<p>Section 36(2) Any person may apply to the minister for the grant of: a SML for the mining of minerals other than Building materials, a ML for the mining of minerals other than gemstones a GML in any vacant area, not part of a reserved area or in any area subject only to a PL for building material or gemstones.</p>	<p>Modify Any person may apply to the Licensing authority for the grant of a Mining License in any vacant area not part of a reserved area.</p>	<p>Processes Exclusivity.</p>
<p>Section 37 When an application is made for a SML, ML or GML for an area which include an area subject to: PL for building material PL for gemstones PPL demarcated The licensing authority... (<i>follow condition of notice to the holder of PL to surrender the area</i>)</p>	<p>Modify When an application for ML is made for an area which include a PL, the Licensing authority shall inform the holder that he has to surrender the area after 30 days, provided he does not justify in existing reports discovery of minerals before the applicant application date for the applied area and he is not applying for a mining license.</p>	<p>Missing Information Guarantee security of investments by PL Simplification Or simply guarantee exclusivity without restriction.</p>
<p>Sections 38-45 (SML) Sections 46-50 (ML) Sections 51-55 (GML)</p>	<p>Unify and clarify rights and obligations of a unique Mining License application.</p>	<p>Simplification Inconsistence of the three Mining Licenses Simplification of the Licensing</p>

	All sections are replaced by the following sections	application system Reduce discriminatory decisions Revise the role of Minister, Mac, and other officers.
New 38	A Mining License shall confer on the holder the right to prospect for and mine minerals or building material, according to the type of License	Simplification See section 51. <i>Note: Prospect and mine. Eliminate the justification for PL for building material, and the authorization of PL for gemstone to sell production.</i>
New 39	A Mining License may be granted: (a) for building materials (b) for minerals	Simplification <i>Note: The two types are used for specifying some special conditions.</i>
New 40 (1)	An application for a Mining License shall be made to the Licensing authority and shall be in the form prescribed by the Regulations and accompanied by the prescribed fees and prescribed documents described in sub-section 40(2).	Consistency and missing information. <i>Note : combination of sections 38(1), 47(1) and 51(2)</i>
New 40 (2)	(2) All applications for Mining License shall be accompanied by: (a) in case of an entitled applicant, the reference to the relevant Prospecting License (b) a statement for the period for which the license is sought, which cannot exceed the maximum duration not exceeding 25 years for large-scale mines and 10 years for small-scale Mines; (c) a measurement of the size of the area of land which shall not exceed the maximum area prescribed as provided by Regulations and be ac-	Processes <i>Note: combination of 38 (2), (3) and (4), 47, and 51(3). Delete all financial information (capital investment, recovery rate)</i>

	<p>accompanied by coordinates of the limits in accordance with the Technical Specifications provided in relevant regulations;</p> <p>(d) to the best of the applicant's knowledge and belief a statement of the deposits of minerals for Mining License of minerals;</p> <p>(e) the proposed program for prospecting, the case may be, and mining, which the applicant proposes to undertake during the duration of the License;</p> <p>(f) the measures that the applicant proposes to take in relation to adverse impact to the environment;</p>	
<p>New 40 (2)</p>	<p>(2) All applications for Mining License shall be accompanied by:</p> <p>(g) in case of an entitled applicant, the reference to the relevant Prospecting License</p> <p>(h) a statement for the period for which the license is sought, which cannot exceed the maximum duration not exceeding 25 years for large-scale mines and 10 years for small-scale Mines;</p> <p>(i) a measurement of the size of the area of land which shall not exceed the maximum area prescribed as provided by</p>	<p>Processes</p> <p><i>Note: combination of 38 (2), (3) and (4), 47, and 51(3).</i></p> <p><i>Delete all financial information (capital investment, recovery rate)</i></p>

	<p>Regulations and be accompanied by coordinates of the limits in accordance with the Technical Specifications provided in relevant regulations;</p> <p>(j) to the best of the applicant's knowledge and belief a statement of the deposits of minerals for Mining License of minerals;</p> <p>(k) the proposed program for prospecting, the case may be, and mining, which the applicant proposes to undertake during the duration of the License;</p> <p>(l) the measures that the applicant proposes to take in relation to adverse impact to the environment;</p>	
New 40(3)	<p>(3) where the Mining operation intended to be carried out fall within a scale of Mining operation set out in the Regulation, the applicant of a License shall produce</p> <p>(a) an Environmental Impact Assessment Report as set out in the Regulations.</p> <p>(b) The applicant's proposals with respect to the employment and training of citizens of Tanzania.</p>	<p>Consistency</p> <p><i>Note: Large-scale Mining, adaptation of section 64 (1) of specific conditions stated in the SML in the current Act.</i></p>
New 40 (4)	<p>All applications for a large-scale Mining License shall be submitted to an Evaluation Committee for recommendations and comments to the Licensing Authority</p>	<p>Role</p>

	within 30 days from the date of their submission to the Committee.	
New 41	<p>(1) The LA shall grant a Mining License taking into account the recommendations of the Evaluation Committee, the case may be, and shall decide whether or not to grant the License;</p> <p>(2) The LA shall not reject an application except for conditions specified in the Law and Regulations. If the application is rejected, the LA shall give notice to the applicant justifying the reason of the reject, which must be in accordance with the terms of the Act.</p> <p>(3) The LA can negotiate with the applicant special requirements with the applicant concerning section 40 (3) sub-sections b), d) and f) based on recommendation of the Evaluation Committee.</p> <p>(4) The LA shall give notice to the applicant of the acceptance of the application and of special conditions resulting from (3). If within 60 days of the service of such notice, the applicant fails to inform the LA of his willingness to accept the proposed mining License, his application shall be deemed to have lapsed.</p>	<p>Role and processes</p> <p><i>Note: Combination of sections 39, 48, 52.</i></p> <p><i>Do not involve the State in decisions which are not in accordance with its role defined in the National Policy</i></p> <p><i>Limit possibility of negotiations to the statements and indications of the applicant</i></p>

<p>New 42</p>	<p>A mining License shall include:</p> <ul style="list-style-type: none"> (a) the date of the grant and the period, not exceeding 25 years for large-scale mines; (b) a map and co-ordinates of the limits in accordance with the Technical Specifications provided in relevant regulations; (c) the type, if granted for building material or minerals; (d) the programme of mining operations; (e) the applicant's environmental management plan; (f) the applicant's proposals for the employment and training of citizens of Tanzania. <p>As accepted by the LA, which shall form part of the License.</p>	<p>Processes and simplification Similar to section 41, but extended to any type of Mining license</p>
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<p>Section 43</p> <p>Existing Section 43: May prospect within the mining area for any mineral excluding gemstones other than gemstones specified in the License</p>	<p>A Mining License confers his holder the exclusive right to prospect and mine in the area covered by the License, in particular:</p> <p>enter on the mining area and take appropriate measure on or under the surface for mining operations; erect necessary equipment... <i>(see 43(b))</i> Subject to the payment...<i>(see 43(c))</i> Stack or dump...<i>(see 43(d))</i></p> <p>Delete this restrictive condition.</p>	<p>Processes and simplification From sections 43,44, 49(1), 53(1) Consistency Prospect and mine, no specific restriction of minerals</p>
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<p>Section 44 ... the holder of a SML (44), ML (49), SML (53) shall, as a condition of the License (44 only): develop mining area and carry on mining operations in... compliance with the program , “environmental management plan and commence production in accordance with the program...”(SML), “with due diligence” (ML, GML) Employ and train citizen... (SML)) Demarcate and keep demarcated in the prescribed manner the mining area (all) Take all appropriate measure for the protection of the environment (ML, GML) ... bond...(SML, ML)</p>	<p>The holder of a Mining License shall, as a condition of the License</p> <ul style="list-style-type: none"> (a) develop... (idem) (b) employ (idem) (c) demarcate and keep demarcated the mining area in accordance with the prescription of the appropriate regulations. (d) Take all appropriate measures for the protection of the environment in accordance with the applicant’s environmental management plan (e) Whenever required by the LA, provide for posting of a rehabilitation bond, as provided in the Regulation, to finance the costs of rehabilitating and making safe the mining area on termination of mining operations where the holder has failed... 	<p>Processes and simplification From section 44, 49(2), 53(2) Consistency Focus on contractual conditions, complete and better specify</p> <p>Standard for all Licenses, simplification and efficiency</p>
<p>Section 45 (1) The holder of a SML may make amendment to the programme of mining operations; the environmental, management plan... the program of employment...</p>	<p>Replace SML by Mining License ...propose amendment</p>	

<p>Section 45 particulars to the amendments, ...including impact to the environment..., shall be served on the Minister, and the amendment shall have effect when so served. (if altering substantially) any provision of the license, should not take effect without express approval of the Minister... refer the amendment to the MAC for advice. On receiving the advice of MAC, the Minister shall ... determine whether or not to approve the amendment, and ... if approves... (define conditionality) .</p>	<p>Modify (2) proposed amendments shall be submitted to the approval of the LA, who can decide in case of important alteration of the conditions of the License or environmental issues, request the recommendations of the Evaluation Committee; (3) The LA should inform the holder of the final decision, not later than 30 days after the proposal, based on the provision of the Act and especially section 41.</p>	<p>Clarification</p>
<p>New 46(1) (copy 42(1)): The holder of a SML may, at any time not later than one year before the expiry of that license, apply to the Minister for the renewal... shall be in the prescribed form and shall be accompanied by the prescribed fees section 55(1) and, in case offalling within section 64 (<i>large-scale</i>) an Environmental management plan ...to be conducted during the renewal period.</p>	<p>Modify: The holder of a Mining License may, at any time not later than 6 months before the expiry of that License, apply to the LA for the renewal... shall be in the prescribed form and shall be accompanied by the prescribed fees. Delete And , in case of (<i>Defined in 46(2)</i>)</p>	<p>Consistency and missing information ensured by one unique section See sections 42, 50, 55 Delay reduced to fit with all Mining Licenses</p>
<p>New 46(2) Sections 42(1), 50(1), 55(1) ... shall be accompanied by ... an environmental management plan (50), an environment management plan (42(2d)), an environment management plan (55(2))</p>	<p>All applications for renewal of a Mining License shall be accompanied by: (a) a statement for the period for which the license is sought, which cannot exceed the 25 years for large-scale mines and 10 years for small-scale</p>	<p>Consistency and simplification Combination of 42(2) (3), 50(1), 55(2) Simplify and focus on contractual issues, not on mining management (not the role of the State)</p>

<p>Sections 42(2)</p> <p>An application under this section shall include:</p> <p>a statement of the period not exceeding 25 years (42) <i>(10years section 50)</i></p> <p>details of ...reserves</p> <p>capital investment to be made,</p> <p>production costs and revenue forecasts</p> <p>any expected changes in methods of mining and treatment</p> <p>expected increase or reduction and estimated life of the mine</p> <p>proposed program of mining operations</p> <p>environmental management plan if.. only a part...a plan identifying this part</p>	<p>mines.</p> <p>(b) if the area of the renewed License is reduced, a map accompanied by coordinates of the limits in accordance with the Technical Specifications provided in relevant regulations;</p> <p>(c) to the best of the applicant's knowledge and belief a statement of the deposits of minerals for Mining License of minerals;</p> <p>(d) the proposed program for mining, which the applicant proposes to undertake during the duration of the License;</p> <p>(e) the measures that the applicant proposes to take in relation to adverse impact to the environment;</p>	
<p>New 46(3)</p>	<p>Add</p> <p>All applications for a large-scale Mining License shall be submitted to an Evaluation Committee for recommendations and comments to the Licensing Authority within 30 days from the date of their submission to the Committee.</p>	<p>Missing information</p>

<p>New 47 Section 42(4) ... a SML/ML/GML shall be renewed by the Minister for a period... and the Minister may, subject to any relevant development agreement and after consultation with the applicant, renew...</p> <p>Section 42(5), 50(2), 55(3) The Minister may reject... if: applicant is in default... development of the mining area has not proceed with reasonable diligence minerals in workable quantity do not remain... the program of mining operation... not in accordance with good mining practice environment plan does not satisfy the requirements</p> <p>Section 42(6) On the renewal.. it shall be amended...</p>	<p>Replace</p> <p>(1) The LA shall grant a Mining License taking into account the recommendations of the Evaluation Committee, and shall decide whether or not to grant the License;</p> <p>(2) The LA shall not reject an application except for conditions specified in the Law and Regulations. If the application is rejected, the LA shall give notice to the applicant justifying the reason of the reject, which must be in accordance with the terms of the Act.</p> <p>(3) The LA shall give notice to the applicant of the acceptance of the application and of updated special conditions resulting from</p> <p>(4) If within 60 days of the service of such notice, the applicant fails to inform the LA of his willingness to accept the proposed mining License renewal, his application shall be deemed to have lapsed.</p>	<p>Consistency <i>Note: combination of sections 42 (4),(5),(6), 50(2), 55(3).</i> Ensure standard, transparent processes, non-discriminatory decisions, and objective criteria. Eliminate economic criteria, not the role of the State.</p>
<p>Section 54 (only GML) not later than 21 months from the date the license was granted, the holder shall submit to the Commissioner a report ...: (a) prospecting and mining operations carried on...and results (b) program of mining to carry out... (i) estimated recovery rate, treatment and disposal; (ii) holder's estimate of the ...annual production</p>	<p>Delete</p>	<p>Consistency Very specific section for SML only. Not standard process, including for reporting, possible cancellation, tender, advice, evaluation process. Should be deleted to ensure consistency and clarity, and compensation determined by rules for cancelling License, standard tender processes,</p>

<p>if the Minister after considering the report... and taking into account advice from the Commissioner decides .. not ensuring the efficient and beneficial use of the mineral resources, may, by notice, determine the license</p> <p>The Minister shall not determine a GML without giving and opportunity... to amend the plan without referring to the MAC if ...determined... the mining area will be put up for a GML by Tender...</p> <p>An application for the Grant of GML by tender shall be made in the prescribed form and estimates ...</p> <p>On receipt of a Report from MAC the Minister shall consider ... the most likely to promote efficient and beneficial development of gemstone resources, having regard to:</p> <p>the program...</p> <p>the financial the technical resources of the applicant</p> <p>previous experience of the applicant</p> <p>and shall notify the successful applicant</p>		
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<p>Division C: supplementary provisions affecting Mineral Rights under Division A and B Section 56 (surrendering)</p>	<p>Idem</p>	
<p>Section 57(1) (cancellation) When a holder fails ... <i>(conditions a,b,c,d,e)</i> The Minister may ... by notice to the holder suspend or cancel the license</p>	<p>Idem, change the end ... the LA may cancel the License subject to subsection</p>	<p>Processes Prepare efficient cancellation rules Suspension not clearly defined</p>
<p>Section 57(2) The Minister shall not suspend or cancel ... unless ... notice to the holder the holder has failed within a period of 60 days... the matter has been referred to the MAC</p>	<p>Idem except (c) refer the matter to the appropriate ZMO or RMO.</p>	<p>Processes Efficiency and communication</p>
<p>Section 59 The holder of a PL or a SML may apply to the LA for the enlargement of the area... <i>(conditions follow)</i></p>	<p>Modify The holder of a PI or ML may apply...</p>	<p>Consistency <i>(There is no risk for other licenses as they are limited in maximum area, and demand limited by expected increasing fees)</i></p>
<p>Section 60 (1) The holder of a SML, ML or GML shall notify the LA if he intends to cease or suspend production. (2) ...shall be accompanied by a report giving details ... and reasons. (3) ... the LA shall cause the matter to be investigated : if caused by an event beyond control, shall give his approval; in any other case, refer to MAC, subject to the development agreement, shall (i) give approval if fair and reasonable, (ii) direct the holder to continue.</p>	<p>Modify The holder of a PL or ML shall notify the LA if he intends to cease or suspend the License (3) the LA shall (i) give his approval and amend the production plan annexed to the License; (ii) notice the holder to continue according to the plan or to accept cancelling the License. (4). the LA cannot cancel or amend a License without informing the holder by written notice. The holder has 30 days to accept the decision, or to provide additional information to request a new decision. (5) The LA will consult the Committee before informing the</p>	<p><i>Role and missing information</i> Note: not realistic to order a holder to continue mining if he has any reason to stop activities – bankruptcy for example. <i>Clarify the role of the State. Better to declare the area vacant than forcing an activity. Conditions of closing a License must not be forgotten. Complete missing information</i></p>

	holder on an irrevocable decision within 30 days. In case of non-reaction by the LA, the proposal is accepted and shall be registered.	
Section 61 The maximum area for which a ML or GML may be granted shall be prescribed... (with) different maximum areas for different minerals and in respect of different Mineral rights.	Delete	Simplification Already said in new section 40(3)
Section 62 An application for a ML or GML in an area designated as an area ... by Tender shall be: in the prescribed form accompanied by tender fees subject to the terms and conditions of the invitation to tender, shall include the matters required to be included All applications shall be referred to the MAC <i>(follow evaluation and decision, priorities, similar to section 26)</i>	Delete	Consistency and clarification Already stated in section ex-26, moved to section 12(2) or 13
Section 63 (termination of ML or GML for under-production)	Delete	Simplification, processes <i>(Note: this case enters into the legal justification for cancelling a Licence by the LA. However, this section is not consistent with the regular process – 50% of the production, no notice to the holder, specificity of ML and GML...)</i>
Section 64 (1) Where the mining operation ... falls within a scale set out in Regulations (<i>Large scale</i>), the applicant produces a EIA Report... (2) The Minister may where an applicant requires and is subject on subsection (1) of	Delete	Role No discriminatory decision, standardization (1) Already said in new 40(3) (2) Ministerial decision inappropriate. Adjust regulation

environmental regulations after consultation of MAC direct that applicant is exempted...		
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<p>Division D: Primary Licenses Section 65</p> <p>(1). Any person... may apply to the Commissioner for the grant of a PPL</p> <p>(2). An application... shall be in the prescribed form and be accompanied by prescribed fees</p> <p>(4). An applicant who has fulfilled the requirements of subsections (1) (2) and (3) shall be granted a License.</p> <p>(5) A PPL authorises the holder to prospect for minerals...</p> <p>(7)A PPL shall be granted for one year and , on payment of the prescribed fees, may be renewed for a like period or periods</p> <p>(8)Except the case of an area which has been demarcated, a PPL does not confer the holder an exclusive right to search... or establish any priority of the grant of PML.</p>	<p>No change except some terms to be consistent with other amendments:</p> <p>(1). Any person... may apply the LA for the grant of a Primary License.</p> <p>(2). ... (add) (b) shall state the size of the area of land which shall not exceed the maximum area prescribed as provided under section 27 and be accompanied by co-ordinates of the limits in accordance with the Technical Specifications provided in relevant regulations;</p> <p>(4). Idem, but add conditions of exclusivity from section 68: ... subject to: (a) the area for which application has been made or part of it is covers or includes an area which is (i), (i),(ii) same as 68 (1) b) (i), (ii), (iii)</p> <p>(5) A Primary License authorises the holder to prospect for and mine minerals...</p> <p>(7) A Primary License shall be granted for one year and, on payment of the prescribed fees, automatically renewed for one additional year. If the holder has not paid the prescribed fees after a 30-day period after receiving notice from the ZMO, the License is automatically cancelled and the area subject to this License declared vacant.</p>	<p>Simplification <i>(This Division stays in place in order to define clear and simplified rules for artisanal miners.)</i> <i>The prospecting and Mining Licenses are merged into one single "Primary License" in order to simplify the process and promote activity by the locals. Delete the non-demarcated prospecting licenses and refer to section 24(1). Prospecting is free in order to promote this activity if no evident activity (works, non-temporary buildings, mines, plants...).</i> <i>Automatic renewal if payment of fees.</i> Exclusivity Support to artisanal miners</p>
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	(8) delete	
Section 66: <i>(application for PML)</i>	Delete	Processes Useless, unique License, automatic renewal. <i>(Note: The miner should know if the mining is profitable. Better to ensure cancellation in case of unjustified freezing of activities)</i>
Section 68 (1): <i>(1). The Commissioner shall grant...</i> <i>(2) a PML ...be valid for ... 5 years and may be renewed</i> <i>(3) An application for renewal (of PML) may be refused if:</i> <i>(c) minerals in workable quantities do not remain to be produced.</i>	<i>(1). delete (defined in 65)</i> (2) delete <i>(3). Delete. conditions are in 65(4) except deleted (3) (c)</i>	Simplification Unique License Automatic renewal if payment of fees.
Section 69. renewal	Delete	Renewal rules defined in 65
Section 70	Delete	Simplification 'Useless
Section 71: <i>(conversion PPL into PML)</i>	Delete	Simplification <i>(Note: another option is to grant Primary Prospecting and Primary Mining Licenses including right of prospecting and mining with different requirements and conditions)</i>
Section 67: <i>... the minimum and maximum area for a PML shall be prescribed</i>	Modify The maximum area for a Primary License shall be prescribed	Consistency

preceding, agricultural crops have been raped.		
Section 95(1) (b) (end)... in the opinion of the Minister and on advice of the MAC,... the Minister may... direct that the need for the consent shall be dispensed...	Replace: If the consent is delayed by more than 30 days, the Licensing authority can direct that the consent shall be dispensed. If the consent is refused, the Commissioner may, at the request of the holder, authorise the operation under adequate compensation to the lawful occupier.	Role Discriminatory decision Simplification and clarification
Section 95(1) (i) (<i>the holder shall not exercise...in...</i>) any land occupied by any installation or works used in the course of prospecting operations by the holder of PL in the same area.	Delete	Clarification Exclusivity
Section 96(2) Lawful occupier ... shall not erect any building or structure in the area (<i>covered by the License</i>) without the consent... of the holder... But if the Minister considers that the consent is being unreasonably withheld, he may give his consent to the lawful occupier to do so.	If the consent is delayed by more than 30 days, the Licensing authority can direct that the consent shall be dispensed. If the consent is refused, the Commissioner may, at the request of the lawful occupier, authorise the building to lawful occupier.	Clarification Clarify the rule
Section 101(2) The Commissioner may refuse to decide any dispute referred to him under this Part.	Delete The Commissioner may decide to refer to the Civil Court... to solve the dispute.	Role Role and responsibility of the Commissioner
Section 107 (4) "radioactive mineral" means...	Revise the definition with experts	Clarification
Section 108 (4) The consent of the LA ... shall not be unreasonably withheld	The LA shall give his decision within 30 days. In case of non reaction by the LA, the proposal is accepted and shall be registered	Missing information
Part XI: Temporary Provisions	Not included in the study	

SCHEDULE 1 Mining Advisory Committee	Delete	Role Redefinition of the institutional organization, roles and responsibilities
SCHEDULE 2 Existing Controlled areas and Diamond Protection Areas	Not in the study	
SCHEDULE 3 Reports and records Paragraph 1. subject to sub-paragraph (2), the holder of a PL shall: keep ... records : submit, at least once in every three months... copies to the Commissioner	Delete reference to SP 2. Note: the list (i) to (xi) should be carefully checked if useful and usable. The holder shall: (b) submit once per year...	Role <i>(Note: it is doubtful that the Commissioner can efficiently use and study such reports. On the other hand, control of the provision of these reports by all holders needs important manpower that is not available)</i>
Paragraph 1(2). The Minister may ... dispense or modify... (1)	Delete	Consistency
Paragraph 2 The holder of a SML shall...	Replace The holder of a Mining License shall...	Simplification
Paragraph 2(2) b Submit to the Minister such reports, records or other information as the Minister may require...	Complete: submit once per year such reports to the Commissioner; submit to the Minister (<i>same text</i>)... .	Role <i>Note: a list similar to the one of the Prospecting License should be carefully identified, based on useful and usable information</i>
Paragraph 3. The holder of a ML or a PML...	Delete	Consistency and simplification
Paragraph 4. In addition..., the holder of a GML...	Delete	Consistency and simplification
SCHEDULE 4 Savings and transitional provisions	Not in the study	

**CONSULTANCY FOR THE DESIGN OF A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MDS-TA/NDF-277-2**

**DRAFT FINAL REPORT
December, 2002**

**ANNEX H
Data Entry Form I**

Record No.: _____

(Number provided by the system when entering data)

FORM I

DATA ENTRY FORM FOR A NEW MINERAL RIGHT

SECTION A: Licence Application

1. **Submission date and Time:** ___/___/___ **Hours:** ___:___

2. **Name of Applicant / Holder (Company):**

3. **Nationality:** _____

4. **Contact Person:** _____

5. **Postal Address:**

6. **Telephone and E-Mail:** _____ @ _____

7. **Names and address of Company Directors:**

8. **Names and address of Joint Venture Partners:**

9. Certificate of Incorporation Number: _____

10. Registration Number: _____

11. Type of License: _____

12. Type of Application: _____

13. Original License number(s) held: _____

14. Confidential File number: _____

15. Type of Mineral sought: AOBG GEMSTONE BUILD. MAT.

16. Locality: _____

17. District: _____

18. Zonal Mines Office: _____

19. Resident Mines Office: _____

20. Topo Sheet number: _____

21. Available Financial Resources (Budget): _____ USD/Tsh

22. Area applied for (Sq.Km. or Hectares): _____ Sq.Km _____ Hectares

23. Coordinates applied for (Beacon no., Lat., Long., UTM_X, UTM_Y, UTM zone)

Beacon No.	Latitudes	Longitudes	UTM_X	UTM_Y	UTM_Zone
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

24. Application Fee:

- i. ERV No: _____
- ii. Payment Date: ___/___/_____
- iii. Amount in TSh: _____
- iv. Amount in USD: _____

25. Technical Resources satisfactory? (Yes/No): _____

26. Financial Statement satisfactory? (Yes/No): _____

27. Topo map (1:50,000) submitted? (Yes/No): _____

28. Memorandum and Articles of Association submitted? (Yes/No): _____

29. Feasibility Study submitted? (Yes/No): _____

30. Environmental Management Plan submitted? (Yes/No): _____

31. Environmental Impact Assessment submitted? (Yes/No): _____

32. Employment and training program submitted? (Yes/No): _____

33. Approved for further processing? (Yes/No): _____ Date: ___/___/_____

34. Data entered on this form by: _____ **Date:** ___/___/_____

35. Data authorized by: _____ **Date:** ___/___/_____

**CONSULTANCY FOR THE DESIGN OF A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MDS-TA/NDF-277-2**

**DRAFT FINAL REPORT
December, 2002**

**ANNEX I
Data Entry Form II**

Record No.: _____ (Number provided by the system when entering data)

FORM II

DATA ENTRY FORM FOR LICENCE RENEWAL OF A MINERAL RIGHT

36. Submission date and time: ____/____/____ **H:** ____:____

37. Name of Applicant/Holder (Company):

38. Nationality: _____

39. Contact Person: _____

40. Postal Address:

41. Telephone and E-Mail:

_____ @ _____

42. Names and address of Company Directors:

43. Names and address of Joint Venture Partners:

44. Certificate of Incorporation Number: _____

45. Registration Number: _____

46. Type of License Held: _____

47. Type of Application: _____

48. Stage of Renewal (1st, 2nd, 3rd or Retention): _____

49. License number held: _____

50. Confidential File Number: _____

51. Type of Mineral sought: AOBG GEM BUILD. MAT.

52. Locality: _____

53. District: _____

54. Zonal Mines Office: _____

55. Resident Mines Office: _____

56. Topo Sheet number: _____

57. Original license area Held (Sq.Km or Hectares): _____ Sq.Km/Hectares

58. Area applied for (Sq.km or Hectares): _____ Sq.Km/Hectares

59. Coordinates applied for (Beacon no., Lat., Long., UTM_X, UTM_Y, UTM zone)

Beacon Latitudes Longitudes UTM_X UTM_Y UTM_Zone

No.

Beacon No.	Latitudes	Longitudes	UTM_X	UTM_Y	UTM_Zone
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

60. Technical Resources satisfactory? (Yes/No): _____

61. Financial Statement satisfactory? (Yes/No): _____

62. Topo map (1:50,000) submitted? (Yes/No): _____

63. Memorandum and Articles of Association submitted? (Yes/No): _____

64. Feasibility Study submitted? (Yes/No): _____

65. Environmental Management Plan submitted? (Yes/No): _____

66. Environmental Impact Assessment submitted? (Yes/No): _____

67. Employment and training program submitted? (Yes/No): _____

68. Approved for further processing? (Yes/no): _____ Date: ____/____/____

69. Coordinates Granted (Beacon no., Lat., Long., UTM_X, UTM_Y, UTM zone)

Beacon Latitudes Longitudes UTM_X UTM_Y UTM_Zone
No.

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

70. Area granted (Sq.km or Hectares): _____ Sq.Km/Hectares

71. Date of Offer (Renewal): ____/____/____

72. Date of (Renewal) grant: ____/____/____

73. Duration of (Renewal) validity: ____ years

74. Date of (Renewal) Expiry: ____/____/____

75. Available Financial Resources (Budget): _____ USD/Tsh

76. Application Fee:

i. ERV No: _____

ii. Payment Date: ____/____/____

iii. Amount in TSh: _____

iv. Amount in USD: _____

77. Preparation Fee:

- i. ERV No: _____
- ii. Payment Date: ____ / ____ / ____
- iii. Amount in TSh: _____
- iv. Amount in USD: _____

78. Annual Rent:

- i. ERV No: _____
- ii. Payment Date: ____ / ____ / ____
- iii. Amount in TSh: _____
- iv. Amount in USD: _____

79. Any other fees (e.g. Demarcation, etc):

- i. ERV No: _____
- ii. Payment Date: ____ / ____ / ____
- iii. Amount in TSh: _____
- iv. Amount in USD: _____

80. Remarks:

81. Data entered in this form by: _____ Date: ____ / ____ / ____

82. Data entry approved by: _____ Date: ____ / ____ / ____

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**ANNEX J
Data Entry Form III – Transfer of a mineral right**

Record No.: _____ (Number being provided by the system when entering data)

FORM III

DATA ENTRY FORM FOR TRANSFER OF A MINERAL RIGHT

83. Submission date and time: ___/___/___ **Hours:** ___:___

84. Name of Current License Holder (Company):

85. Nationality of holder: _____

86. Contact Person: _____

87. Holders Postal Address:

88. Telephone and E-Mail: _____ @ _____ . _____ . _____

89. Names and address of Company Directors (Holder):

90. Names and address of Joint Venture Partners (Holder):

91. Certificate of Incorporation Number (Holder): _____

92. Registration Number (Holder): _____

93. Type of License to transfer: _____

94. License number to transfer: _____

95. Date of offer of License to transfer: : ____/____/____

96. Date of grant of the License to transfer: ____/____/____

97. Confidential File No. (Holder): _____

98. Name/Company of Transferee:

99. Confidential File No.(Transferee): _____

100. Certificate of Incorporation No. (Transferee): _____

101. Nationality of Transferee: _____

102. Postal Address of Transferee:

103. Telephone and E-mail of Transferee:

_____ @ _____ . _____ . _____

104. Names and address of Company Directors of Transferee:

105. Names and address of Joint Venture Partners of Transferee:

106. Transfer agreement date: ____/____/____

107. Date of License transfer: ____/____/____

108. Mining Document Number: _____

109. Share transferred: _____

110. Type of Mineral sought: **AOBG GEM BUILD. MAT**

111. Locality: _____

112. District: _____

113. Zonal Mines Office: _____

114. Resident Mines Office: _____

115. Topo Sheet number: _____

116. Technical Resources satisfactory? (Yes/No): _____

117. Financial Statement satisfactory? (Yes/No): _____

118. Topo map (1:50,000) submitted? (Yes/No): _____

119. Memorandum and Articles of Association submitted? (Yes/No): _____

120. Feasibility Study submitted? (Yes/No): _____

121. Environmental Management Plan submitted? (Yes/No): _____

122. Environmental Impact Assessment submitted? (Yes/No): _____

123. Employment and training program submitted? (Yes/No): _____

124. Remarks

125. Approved for further processing? (Yes/No) _____ Date: ____/____/____

126. License area granted: _____ Sq.Km / Hectares

127. **Granted Coordinates (Beacon no., Lat., Long., UTM_X, UTM_Y, UTM zone)**

Beacon No.	Latitudes	Longitudes	UTM_X	UTM_Y	UTM_Zone
------------	-----------	------------	-------	-------	----------

____ _

128. Available Financial Resources (Budget): _____ USD/TSH

129. Application Fee:

- i. ERV No: _____
- ii. Payment Date: ___/___/___
- iii. Amount in TSh: _____
- iv. Amount in USD: _____

130. Transfer Fee Paid:

- i. ERV No: _____
- ii. Payment Date: ___/___/___
- iii. Amount in TSh: _____
- iv. Amount in USD: _____

131. Annual Rent:

- i. ERV No: _____
- ii. Payment Date: ___/___/___
- iii. Amount in TSh: _____
- iv. Amount in USD: _____
- v. Rent Expiry Date: _____

132. Royalties:

- i. ERV No: _____
- ii. Payment Date: ___/___/___
- iii. Amount in TSh: _____
- iv. Amount in USD: _____
- v. Amount in TSh: _____
- vi. Amount in USD: _____

133. Consideration Fee:

- i. ERV No: _____
- ii. Payment Date: ___/___/___
- iii. Amount in TSh: _____
- iv. Amount in USD: _____

134. Any other fees (e.g. Demarcation, etc):

- i. ERV No: _____
- ii. Payment Date: ___/___/___
- iii. Amount in TSh: _____
- iv. Amount in USD: _____

135. Data entered by: _____ **Date:** ___/___/___

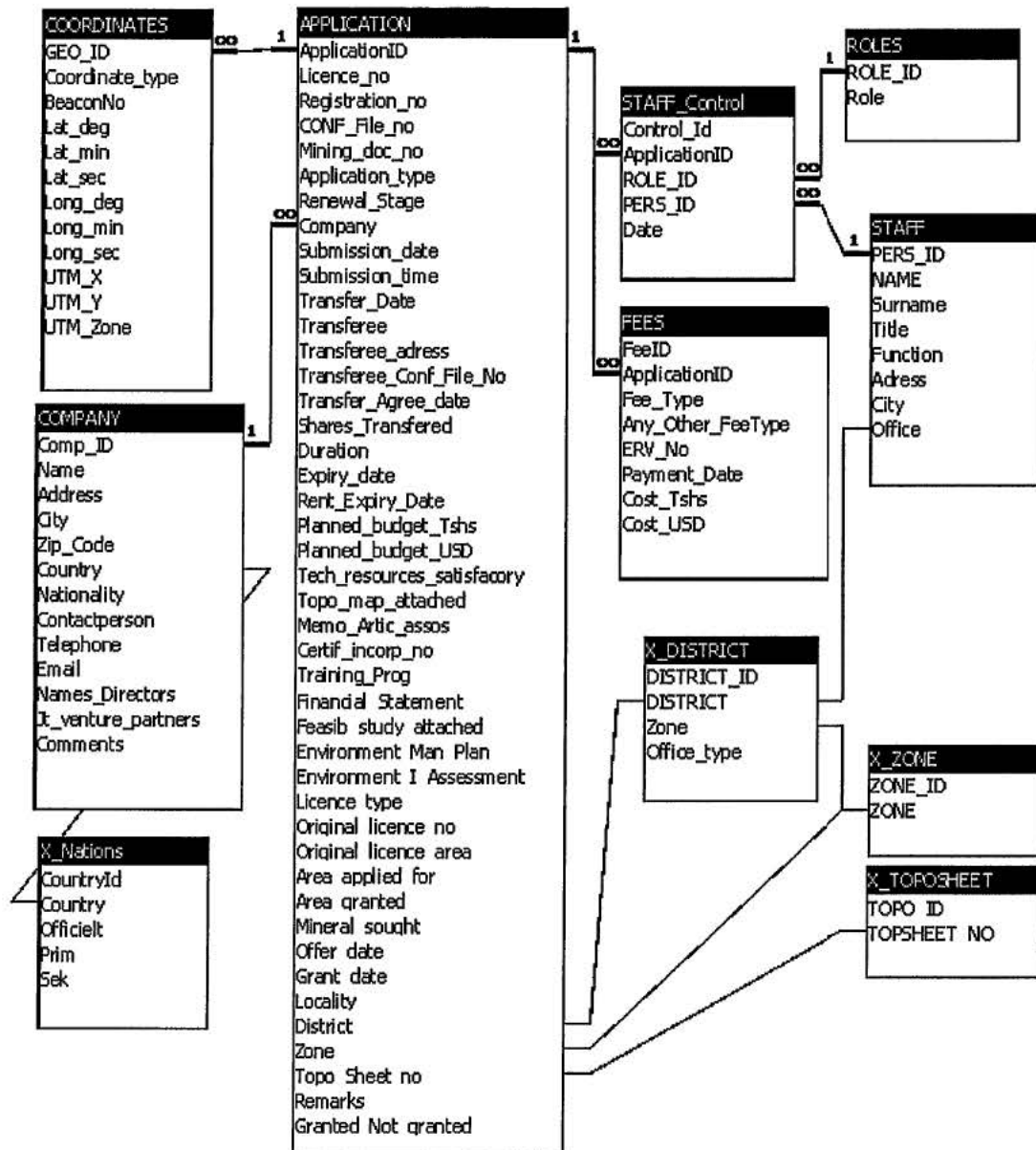
136. Data entry approved by: _____ **Date:** ___/___/___

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**ANNEX K
Mineral Rights Database – Structure and Specifications**

ANNEX K - The Mineral Rights Database



Schematic representation of data relationships – the data model. Each of the rectangles is an entity or table. Each of the names in the list is the name of a field or attribute used to hold the information.

K1. List of Database Tables

Table K1. *Database Table Application. Entity for storing general information about new applications and already existing licenses.*

Field	Data type	Description
ApplicationID	Auto numbering	Auto generated id number.
Licence_no	Character	Licence number issued by Mineral Rights Registry
Registration_no	Number	Registration number issued by Mineral rights Registry
Conf_File_no	Number	Confidential file number for the applicant, opened by Ministry of Energy and Minerals
Mining_doc_no	Character	Mining Document number.
Application_type	Character	Whether it is for a new application, for renewal, for licence transfer, for demarcation, for amalgamation or for surrender
Renewal_Stage	Character	Whether it's the 1st, 2nd, 3rd or retention
Company	Number	Number identifying the licensee registered in another table. Rule: <i>Lookup to Table Company</i>
Submission_date	Date	Date when the license application was submitted to Ministry of Energy and Minerals
Submission_time	Date	Time when the license application was submitted to Ministry of Energy and Minerals
Transfer_Date	Date	Date the transfer has been made. Rule: Only accessible when Application type = Transfer.

Transferee	Number	ID of company. This field is a lookup to the Company table. Rule: Only accessible when Application type = Transfer. Lookup to table Company
Transferee_Conf_File_No	Character	File Number of Transferee. Rule: Only accessible when Application type = Transfer.
Transfer_Agree_date	Character	Date of agreement. Rule: Only accessible when Application type = Transfer.
Shares_Transferred	Character	Shares Transferred. Rule: Only accessible when Application type = Transfer.
Duration	Number	Duration of validity of licence
Expiry_date	Date	Date when Licence expires. Rule: Data automatically entered as a function of updating either Grant date or duration (Expiry defined as Grant Date + Duration).
Rent_Expiry_Date	Date	Date up to when the rent will expire
Planned_budget_Tshs	Number	Budgeted expenditures (in Tanzania Shillings) to be spent on the licence.
Planned_budget_USD	Number	Budgeted expenditures (in US Dollars) to be spent on the licence.
Tech_resources_satisfactory	Character	(Yes/No) whether technical resources are satisfactory or not. Rule: <i>Controlled List</i> .
Topo_map_attached	Character	(Yes/No) whether a 1:50,000 scale Topo map is attached to the application or not. Rule: <i>Controlled List</i> .
Memo_Artic_assos	Character	(Yes/No) whether Memorandum and Articles of Assist. Attached or not. Rule: <i>Controlled List</i>
Certif_incorp_no	Character	Certificate Number
Training_prog	Character	(Yes/No) whether Training program is attached or not. Rule: <i>Controlled List</i>
Finacial_Statement	Character	(Yes/No) whether a financial statement is attached or not. Rule: <i>Controlled List</i>
Feasib_study_attached	Character	(Yes/No) whether feasibility study attached or nor not. Rule: <i>Controlled List</i>
Environment_Man_Plan	Character	(Yes/No) whether Environmental Management Plan (EMP) is attached or not. Rule: <i>Controlled List</i>
Environment_I_Assessment	Character	(Yes/Not) whether Environmental Impact Assessment (EIA) Report is attached or not. Rule: <i>Controlled List</i> .

Licence_type	Character	Whether licence is PPL (primary prospecting licence), PLR (Reconnaissance licence), PL (Prospecting licence), PML (Primary mining licence), ML (Mining licence), SML (Special mining licence), GML (Gemstone mining licence), RL (Retention licence). Rule: <i>Controlled List</i>
Original_licence_no	Character	Type of licence previously held in case of transformation from one licence type to another e.g from PL to ML.
Original_licence_area	Character	Original licence area held in case of renewal or transformation from one licence type to another. <i>Application</i> ".
Area_applied_for	Number	Size of licence area requested (Sq Km)
Area_granted	Number	Size of licence area granted (Sq Km)
Mineral_sought	Character	Mineral being sought under the licence
Offer_date	Date	Date when offer for the licence is given
Grant_date	Date	Date when licence is granted
Agents	Note	Names and addresses of the agents who manage the licence on behalf of the holder
Locality	Character	Local name of the area in which licence is located
District_ID	Number	Name of the administrative district accommodating the biggest part of the licence area Name of the administrative district accommodating the biggest part of the licence area. Rule: <i>Lookup to table X_District</i>
Zone	Character	Mineral administrative zonal office. Rule: <i>Lookup to table X_District</i> . Automatically updated when choosing District.
Topo_Sheet_no	Character	Topographic Sheet number of the map on which the licence falls. Rule: <i>Lookup to table X_Toposheet</i>
Remarks	Note	Any comment made by issuing authority. For instance comments on refusal or granting.
Granted_Not_Granted	Number	Values set as either 1 for application approved or 0 for application rejected.

Table K2. *Fees - Entity for storing of all types of fees related to a license.*

	Data type	Description
Fee_ID	Autonumber	Identity of Fee
ApplicationID	Number	Automatically entered ID linking a Fee with an Application/license.
Fee_Type	Character	Whether it is Application, Preparation, Transfer, Rent, Royalties, Demarcation, Amalgamation, Surrender fees or Other Fees
Any_Other_FeeType	Character	Any other fee not covered in Fee_Type. Rule: Only accessible for data entry when fee type is set to "Other"
ERV_No	Character	Receipt Number
Rent_expiry_date	Date	Date rent expires.
Payment_Date	Date	Date the fee was paid
Cost_Tshs	Number	Payment made in Tanzanian Shillings
Cost_USD	Number	Payment made in US Dollars

Table K3. *Company. Entity for storing of information's about License Holder, individual or companies and owners related to a license.*

Field	Data type	Description
Comp_ID	Auto numbering	Company identification number – automatically generated.
Name	Character	Full Names of license applicant/holder
Address	Character	Street and House Number of licence applicant/holder
City	Character	City
Zip_Code	Character	Postal code. Character since foreign License Holders addresses could have text within the Zip Code.
Country	Character	The Country of licence applicant/holder. Rule: Lookup to table X_Nation. Only activated if "Nationality" is set to Foreign. Otherwise the Value is set to Tanzania.
Nationality	Character	Whether Licence applicant/holder is Local or Foreign - Is a controlled List.
Contactperson	Character	(Optional) Person not identical with License applicant/holder
Telephone	Character	(Optional) Telephone number
Email	Character	(Optional) Email address
Names_Directors	Note	Names and addresses of Directors of licence applicant/holder in case its a company
Jt_venture_partners	Note	Names and addresses of Joint Venture Partners. In principle the JV Partners could be Companies already in the same table.
Comments	Note	(Optional) Any comment of interest about the company/person in question. Are they reliable or not. Previous problems, reason for rejecting the application, etc.

Table K4. Co-ordinates. Entity for co-ordinates related to a license.

Field	Data type	Description
GEO_ID	Number	Same as applicationID, but different naming useful for coding. Cascade updated when new coordinate is added.
Coordinate_type	Character	Coordinates applied, Granted or Granted and verified. Rule: <i>Controlled List</i>
BeaconNo	Auto numbering	Beacon number. Automatically added. Used by the system, MapInfo.
Beacon		Beacon number. Information added by user, beacon 1, 2, 3 and 4, ect.
Lat_deg	Number	Latitude degrees coordinate for licence corner beacon. Rule: Not accessible if Coordinate_type is set to "granted and Verified"
Lat_min	Number	Latitude minute coordinate for licence corner beacon. Rule: Not accessible if Coordinate_type is set to "granted and Verified"
Lat_sec	Number	Latitude second coordinate for licence corner beacon. Rule: Not accessible if Coordinate_type is set to "granted and Verified"
Long_deg	Number	Longitude degrees coordinate for licence corner beacon
Long_min	Number	Longitude minute coordinate for licence corner beacon. Rule: Not accessible if Coordinate_type is set to "granted and Verified"
Long_sec	Number	Longitude second coordinate for licence corner beacon. Rule: Not accessible if Coordinate_type is set to "granted and Verified"
UTM_X	Number	UTM_EASTING coordinate for licence corner beacon. Rule: Not accessible if Coordinate_type is set to "granted and Verified"
UTM_Y	Number	UTM_NORTHING coordinate for licence corner beacon. Rule: Not accessible if Coordinate_type is set to "granted and Verified"
UTM_Zone	Character	UTM ZONE in which the licence falls. Rule: <i>Controlled List</i> . Not accessible if Coordinate_type is set to "granted and Verified".

Table K5. Roles. Entity for defining activities occurring in connection with licenses. The table is the basis for managing access to the database and tracking changes to the database by users. Functions as lookup to table Staff_control.

Field	Data type	Description
ROLE_ID	Auto numbering	Role identification number - automatically generated.
Role	Character	Any role that staff might have in a connection with a license.

Table K6. Officer. Entity for storing information's about the staff at LU; this is required in order to record the audit trail of who has done what in the database. The information's about address and city is not of great importance at present but in the instants that other officers from ZMO or RMO are granted access or are given a copy of the database it becomes relevant in order to track responsibilities and changes.

Field	Data type	Description
PERS_ID	Auto numbering	Unique identifier
NAME	Character	First Name
Surname	Character	Surname
Title	Character	Title to put in letters etc. - Dr -Mr - Mrs. -Ms. Rule: <i>Controlled List</i>
Function	Character	Employee Title or function - Head of LU, Technicians, secretary, etc.
Address	Character	Address of Employee
City	Character	Place of living
Office	Character	Office. Rule: Look up to Table District

Table K7. Staff_Control. Entity for storing information's about the actions of individual staff members in relation to each license. If used together with access control from a network, the system becomes very powerful in controlling who does what and why to the database.

Field	Data type	Description
Control_Id	Auto numbering	Unique identifier
ApplicationID	Number	Record identifying Application/License. Rule: <i>All data is entered automatically.</i>
ROLE_ID	Number	Record identifying the employee role. Rule: <i>All data is entered automatically.</i>
PERS_ID	Number	Record identifying Employee. Rule: <i>All data is entered automatically.</i>
Date	Date	Automatically timestamp. Rule: All data is entered automatically.

Table K8. *District .The various Districts and Zonal Offices in Tanzania.*

Field	Data type	Description
DISTRICT_ID	Auto numbering	Unique identifier
DISTRICT	Character	Name of district
Zone	Character	Name of Zone
Office_type	Character	Type of Office - District or Zone

Table K9. *Topo-Sheet. Entity for information about the topographical sheets covering Tanzania. The information about toposheet needs verification and this should be done as soon as possible.*

Field	Data type	Description
TOPO_ID	Auto numbering	Unique identifier
TOPSHEET_NO	Character	Toposheet number

Table K10. *_ZONE. Entity for Zones.*

Field	Data type	Description
ZONE_ID	Auto numbering	Unique identifier
ZONE	Character	Name of Zone

Table K11. *Nations. Entity for nations.*

Field	Data type	Description
Country_ID	Auto numbering	Unique identifier
Country	Character	Name of Country
Officiel	Character	Official Name if different from name
Prim	Character	Primary abbreviation
Sec	Character	Secondary abbreviation

K2. User Interface

To facilitate easy navigation through the different parts of the database a form automatically appears on database opening. This form gives access to data entry forms for license data, license holder data, administrative data and Geography. Further the same form can later be adopted to include access to a number of aggregation queries and reports, yet to be implemented.

The image displays two screenshots of the 'Mining Cadastre' software interface. The top screenshot shows a main menu with a map of a region and four buttons: 'Enter License Data', 'Applicant - License holder', 'Administrative data', and 'Geography'. An arrow points from the 'Enter License Data' button to the larger screenshot below. The larger screenshot shows the 'Enter License Data' form, which includes a 'License No.' field, a 'Generate report for this license' button, and several tabs: 'License', 'License holder/Applicant', 'Fee', 'Geography', and 'Officers'. The 'License' tab is active, showing various input fields for license details, a 'Search for License' button, and a 'Remarks' text area. At the bottom, there is a section for 'Application approved or rejected' with radio buttons for 'Approved' and 'Rejected'.

Field	Value
License No.	
Application type	
License type	
Registration No.	
Confident File no.	
Renewed Sites	
Transferee	
Transferee Conf File	
Transfer Agree date	
Sites Transferred	
Transfer Date	
Submission date	
Submission time	
Duration	0
Expiry date	
Mining doc no.	
Tech. resources	
Topo map	
Memo Article included	
Cerbt. incorp. no.	
Training_Progr.	
Financial Statement	
Feasibility study	
Environment Plan	
Environment Assess.	
Original licence no.	
Original licence area	0
Area applied for	0
Area granted	0
Minerals sought	
Offer date	
Grant date	
Budget TShs	0
Budget USD	\$000.0

Figure K1. Main data entry form

Pressing the button "Enter License Data" opens the main data entry form. This form is constructed as a series of overlapping pages, each representing a main entity: License (or Application); License holder (Company); Fee; Geography and LU-Officers involved. The Data source for the main form is the table Application. This means that adding a new record creates a new instance of application ID, ready for use when the user wants to add information on Fee, Geography and officer Activity. Access to these parts of the database is presented as *sub forms* inserted in the main form.

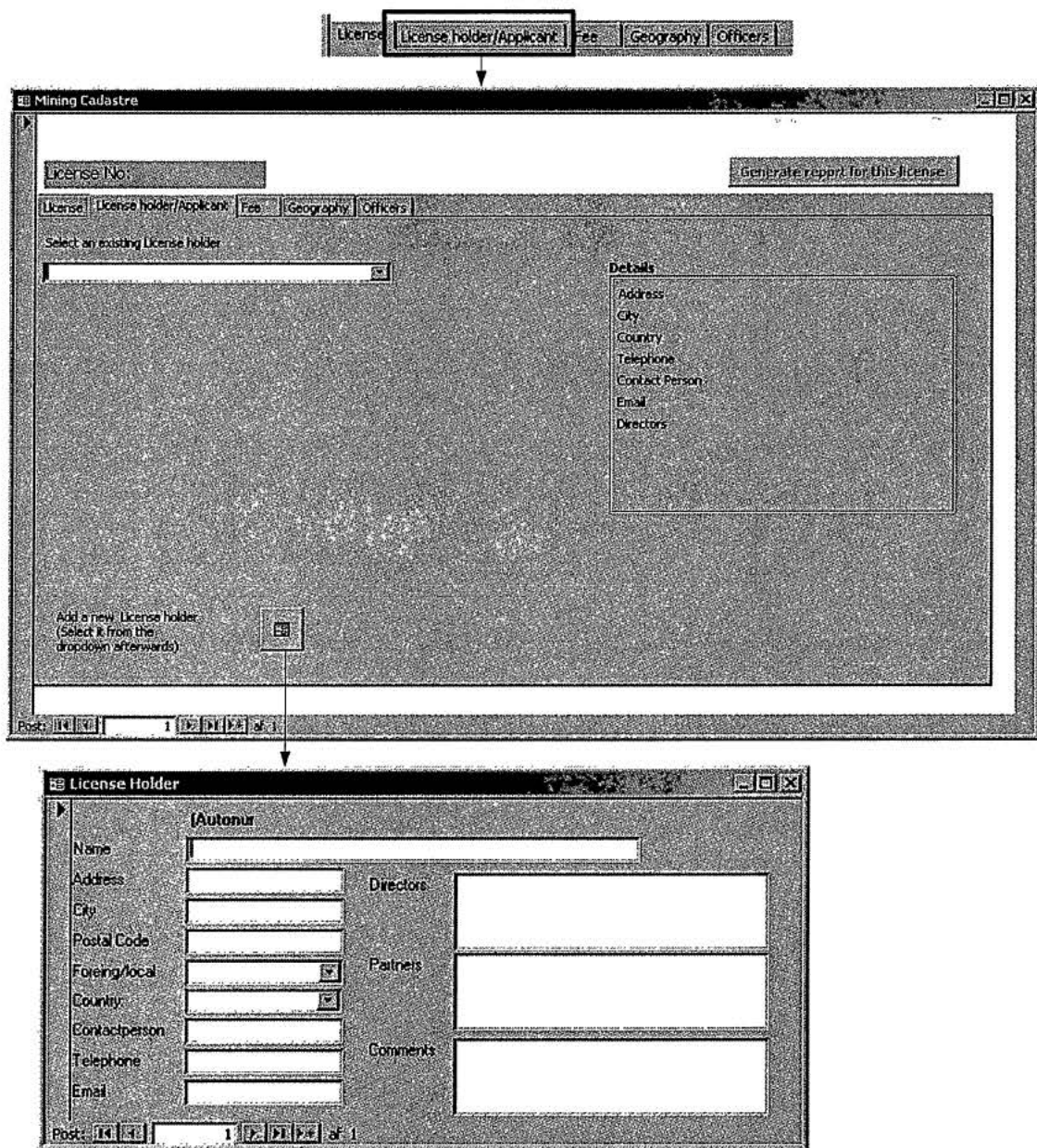


Figure K2. Forms for entering data on license holder/applicant

When entering information on license holder or applicant the user is presented with two options. If the license holder is already registered in connection with previous licenses then the name of the company or individual in question can be found in the dropdown box. If the applicant/license holder is new, pressing the button "Add new license holder" will display a new form for entering all relevant data on the applicant. As all information on license holders is to be entered through this form, it also applies in the case of a Transfer of License. The license holder that transfers the license will already exist in the database. If license type is set to Transferee, one is given the opportunity to select an existing license holder from a similar dropdown box. If the transferee does not exist in the database – the name and all other relevant data on the transferee should be entered through the "license holder" form. It is only needed to enter a given licensee/applicant once even though the same license holder can hold several licenses and occur as transferee in several cases. Please note that a license holder can be both a company and an individual.

It should be noted that all data must be entered via the forms only. Any other way will omit the necessary connection between license holder and license. Password protection of the database will reduce the risk of unintended changes or wrongly entered data.

The screenshot displays the 'Mining Cadastre' application window. At the top, a navigation bar contains tabs for 'License', 'License holder/Applicant', 'Fee', 'Geography', and 'Officers'. The 'Fee' tab is active. Below the navigation bar, there is a 'License No.' field and a 'Generate report for this license' button. The main content area is titled 'Enter Fee Information'. It features a 'FEES' section with a dropdown for 'ApplicationID' and several input fields: 'Fee Type' (with a dropdown arrow), 'Any Other Fee Type', 'EPV No', 'Payment Date', 'Item Expiry Date', 'Cost Teha' (with a value of 0), and 'Cost USD' (with a value of \$000.0). To the right of these fields is a box labeled 'Total amounts paid for this License' containing 'USD:' and 'TSHG:' fields. At the bottom of the form, there are navigation controls including 'Post', 'Back', 'Forward', and 'Cancel' buttons, along with a page indicator '1 of 1'.

Figure K3. Form for entering Fee - information

The Sub-form "FEES" allows for the entry of many different fees connected to one license. The entry field "Any other Fee type" is only accessible if Fee type is set to "Other". It should be stressed that the different types of fees imaginable in connection with a license can be quantified by looking at this particular entry at some later stage thereby allowing for a more precise registration and ease of reporting/aggregating fees paid.

When updating the form a total amount paid for a license is calculated (Tanzania Shilling and US Dollar) and displayed in the controls to the right.

The screenshot shows the 'Mining Cadastre' application window. At the top, there is a navigation bar with tabs: License, License holder/Applicant, Fee, Geography (selected), and Officers. Below the navigation bar, there is a 'License No.' field and a 'Generate report for this license' button. The main form area contains fields for 'Locality', 'District', 'Zone', and 'Topo Sheet no.'. Below these is a table titled 'COORDINATES' with the following structure:

ID	Beacon	Coordinate type	Latitude			Longitude			Utm X	Utm Y	Utm Zone
			Deg	Min	Sec	Deg	Min	Sec			
1			0	0	0	0	0	0	0		

Below the table is a 'Post' field with a value of 1. At the bottom of the window, there are two buttons: 'Verify Coordinates in MapInfo' and 'Enter new topo sheet'.

By Clicking this Button all coordinates with the status "Granted" for this license is send to MapInfo and verified against all license areas with the status "Granted and Verified". If the area in question does not compromise the integrity of other licenses, the Status of "Granted" Coordinates should be changed to "Granted and Verified".

The 'TOPOSHEET Entry form' dialog box contains the following elements:

- A title bar: TOPOSHEET Entry form
- A button: (Autonumbering)
- A text field: Topo Sheet No.
- A 'Post' field with a value of 1.

Figure K4. Forms for entering data on general and specific geography

The image displays a software interface for 'Mining Cadastre'. At the top, a navigation bar contains tabs for 'License', 'License holder/Applicant', 'Fee', 'Geography', and 'Officers'. The 'Officers' tab is selected, leading to a main window titled 'Mining Cadastre'. This window features a 'License No.' field and a 'Generate report for this license' button. Below this is a sub-form titled 'Officers' with a 'History' table. The table has columns for 'Date', 'Officer', 'Activity', 'District', and 'Officertype'. Two rows of data are visible, both dated '30-09-2002'. Below the table are 'Enter new officer' and 'Define officer Role' buttons. Two arrows point from these buttons to two separate data entry forms. The first form, titled 'Officers', contains fields for 'NAME', 'Surname', 'Title', 'Function', 'Address', 'City', and 'Office', with an '[Autonummering]' label. The second form, titled 'Define officer activities in connection with licenses', contains an 'Activity' field and an '[Autonummering]' label. Both forms include a 'Post: 1 of 1' indicator.

Figure K5. Form for entering data on the history of current license

A large number of events can take place in the lifespan of a license. A tool for registering events is provided through the sub-form "History". Chose the name of the employee and the role of the employee. If the role or the employee is not present in the database at the time of entry, forms are provided for entering that information. When creating a new entry the time of entry is automatically registered (Time stamping).

At the top of the main form two action buttons are available, 'Generate report for this license' and 'Search for specific License number'.

Generate report for this license

Search for specific License number

Figure K6. Main form action Buttons and their function

Licence Number: PL776/87

Licent holder Contact Name: BSA/CC2000

Name: Jørgen Christensen
Address: Pl. 12345, 12345
City: The City
Country: DK
Telephone: +45 1234 5678
E-mail: jchrist@bsa.dk

Transfire Contact Name: BSA/CC2000

Name: Per Christensen
Address: Pl. 12345
City: The City
Country: DK
Telephone: +45 1234 5678
E-mail: pchrist@bsa.dk

Type	Startdate	Enddate	Days	Startdate	Enddate	UTS1	UTS2	UTS3
Granted	2001-01-01	2001-01-31	31	2001-01-01	2001-01-31	0	0	0
Granted	2001-02-01	2001-02-14	14	2001-02-01	2001-02-14	0	0	0
Granted	2001-03-01	2001-03-15	15	2001-03-01	2001-03-15	0	0	0
Granted	2001-04-01	2001-04-11	11	2001-04-01	2001-04-11	0	0	0

Fee Type	Other Fee	Startdate	Flowstartdate	Expirydate	Amount	Amount
Application		12/01/01	01-01-2001		4 000	4 000
Annual Fee		12/01/01	01-01-2001		8 000	8 000

Print Help Internal Computer 12/01/01 01-01-2001 8 000 8 000

1 of 1

Søg efter: [] [Søg]

Søg i: [Alle licenser] [Søg]

Søg på: [Helt feltet] [Søg]

[Annuller] [Næste >>]

The 'Generate report for

this license' button provides the easy generation of a report for the current License. By coding, this button is disabled if the field "License No" is empty i.e. a license should have a license number to be considered a license.

The button 'Search for specific license number' provides access to the "Search for record" dialog. Placing the cursor in the appropriate field in the main form allows for browsing to the first record that matches whatever is entered in the search dialog "Search for" field.

Manage geography

[Regenerate all regions]

[Regenerate all granted regions]

[Regenerate all Applied for regions]

[Regenerate all Verified and Granted regions]

Figure K7. Form for managing geography.

Introduction

This Annex detail the training courses proposed in Part II and III. All training courses are anticipated to take place in Dar es Salaam and to be provided by an external consultant. The numbers of trainees for each course is based on Part III-2.6. The time schedule for the implementation is further dealt with in Part III-3.1.

Table L-1. Overview of the training courses and levels

Course	Topic to be trained	Group of Participants	Details on page
BCT 1	Basic Computer Training	Only one level for all participants	3
DB 1	MS Access and MRI	Managers/Head of Sub-Section Professionals	4
DB 2	MS Access and MRI	Technicians	4
MI 1	MapInfo	Managers/Head of Sub-Section	5
MI 2	MapInfo	Professionals Technicians	5
MCIMS 1	Mining Cadastre Information Management System	Managers/ Head of Sub-Section	6
MCIMS 2	Mining Cadastre Information Management System	Professionals Technicians	6
MCO 1	Mining Cadastre Office – working principles and routines	Managers/Head of Sub-Section	7
MCO 2	Mining Cadastre Office – working principles and routines	Professionals Technicians	7
MCO 3	Mining Cadastre Office – working principles and routines	Secretaries	8
BM 1	Basic Management	Managers/Heads of Sub-Section	9

Table L-5: Course MI 1

<p>Course MapInfo</p>	<p>Trainer Consultant</p>	<p>Duration 1 days</p>
<p>Objective /Course Outline To familiarise the participants with GIS and MapInfo and to be able to verify license areas in MRI</p> <ul style="list-style-type: none"> • Basic functionality's in Map-Info • Transparent registration • Specific functionality's related to MCIMS • Verification of areas • Analysis • Printing <p>Methodology Introduction, discussion, exercises, cases, hands on</p>	<p>Who to be trained Managers and Heads of Sub-Sections</p> <p>Number of participants C. 23</p>	<p>Priority High</p>

Table L-6: Course MI 2

Course MapInfo	Trainer Consultant	Duration 2 x 3 days
Objective /Course Outline To familiarise the participants with GIS and MapInfo and to be able to verify license areas in MRI <ul style="list-style-type: none"> • Basic functions in MapInfo • Specific functions related to MCIMS • Verification of areas • Analysis • Printing Methodology Introduction, discussion, exercises, cases, hands on	Who to be trained Professionals and Technicians Number of participants C. 12	Priority High

Table L-7: Course MCIMS 1

Course General working principles of the MCIMS	Trainer Consultant	Duration 3 days
Objective /Course Outline To enable the participants to work with and understand MCIMS <ul style="list-style-type: none"> • Overall system understanding and security • Transparent registration • Querying • Report generation • Validation of data and the use of forms • Duties of the operator • Communication with ZMO/RMO and stakeholders Methodology Introduction, discussion, exercises, cases, hands on	Who to be trained Managers and Head of Sub-Sections Number of participants C. 26	Priority High

Table L-8. Course MCIMS 2

Course General working principles of the MCIMS	Trainer Consultant	Duration 2 x 3 days
Objective /Course Outline To enable the participants to work with and understand MCIMS <ul style="list-style-type: none"> • Overall system understanding and security • Transparent registration • Querying • Report generation • Validation of data and the use of forms • Duties of the operator • Communication with ZMO/RMO and stakeholders Methodology Introduction, discussion, exercises, cases, hands on	Who to be trained Professionals and Technicians Number of participants C. 15	Priority High

Table L-9. Course MCO 1

Course Mining Cadastre Office Management	Trainer Consultant	Duration 2 days
Objective /Course Outline To provide the participants an understanding of <ul style="list-style-type: none"> • International MCO practice • Role and duties of the MCO • Administration - principles • Stakeholder interfaces • Monitoring and evaluation Methodology Introduction, discussion, action planning, follow up, case studies	Who to be trained Managers and Head of Sub-Sections Number of participants C. 30	Priority Medium

Table L-10. Course MCO 2

Course Mining Cadastre Office Management	Trainer Consultant	Duration 4 days
Objective /Course Outline To provide the participants an understanding of <ul style="list-style-type: none"> • International MCO practice • Role and duties of the MCO • Administration - principles • Stakeholder interfaces • Monitoring and evaluation • Contact to Clients • Follow-procedures • Validation of data Methodology Introduction, discussion, action planning, follow up, case studies	Who to be trained Professionals and Technicians Number of participants C. 15	Priority High

Table L-11. Course MCO 3

Course Mining Cadastre Office Management	Trainer Consultant	Duration 3 days
Objective /Course Outline To provide the participants an understanding of <ul style="list-style-type: none"> • International MCO practice • Role and duties of the MCO • Administration - principles • Stakeholder interfaces • Monitoring and evaluation Methodology Introduction, discussion, action planning, follow up, case studies	Who to be trained Secretaries Number of participants Not identified	Priority High

Table L-12. Course BM 1

<p>Course Basic Management</p>	<p>Trainer Consultant</p>	<p>Duration 2 x 3 days</p>
<p>Objective /Course Outline To provide the participants an understanding of</p> <ul style="list-style-type: none"> • • • • <p>Methodology Introduction, discussion, action planning, follow up, case studies</p>	<p>Who to be trained Managers and Head of Sub-Sections</p> <p>Number of participants C. 30</p>	<p>Priority Medium</p>

**CONSULTANCY FOR THE DESIGN OF A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MDS-TA/NDF-277-2**

**DRAFT FINAL REPORT
December, 2002**

**ANNEX N
Cost Estimate Breakdown**

**CONSULTANCY FOR THE DESIGN OF A MINING CADASTRE DEVELOPMENT STRATEGY
RFP#MDS-TA/NDF-277-2**

**DRAFT FINAL REPORT
December, 2002**

**ANNEX M
Tender Document of Goods (MCIMS) and Service Contract**

1. Tender Document for MCIMS

1.1 Preface

These Standard Bidding Documents (SBD) have been prepared by the World Bank for use by borrowers and their implementing agencies in the procurement of goods through International Competitive Bidding (ICB). The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in projects that are financed in whole or in part by the World Bank. Similar document is valid for NDF funding with the defined differences (eligibility, origin). This document is called Nordic Competitive Bidding (NOCB)

In order to simplify the preparation of bidding documents for each procurement, the SBD groups the provisions that are intended to be used unchanged in Section II, Instructions to Bidders, and in Section IV, General Conditions of Contract. Data and provisions specific to each procurement and contract should be included in Section III, Bid Data Sheet; Section V, Special Conditions of Contract; Section VI, Schedule of Requirements; and Section VII, Technical Specifications. The forms to be used are provided in Section I, Invitation for Bids, and in Section VIII, Sample Forms.

- (a) Specific details, such as the "name of the Purchaser" and "address for bid submission," should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- (c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Purchaser should strictly follow. The final document should contain no footnotes.
- (d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 26.4 and 26.5, respectively) were carefully reviewed. Only those that are selected to be used for the procurement in question were retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable were deleted from the Bid Data Sheet.

Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Purchaser for each procurement.

The Bidder or the Supplier should complete the forms provided in Section VIII; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

The following instructions are extracted from the World Bank guidelines and adjusted when necessary to apply to NDF.

1.2 Section I. Invitation for Bids:

The Invitation for Bids (IFB) shall be issued as

- (a) an advertisement in at least one newspaper of general circulation in the Borrower's country and in the official gazette, if any;
- (b) an advertisement in *Development Business* and/or well-known technical magazines, or made according to chapter 2.4 guidelines for NDF.;
- (c) a letter addressed to interested bidders who have expressed interest in bidding for the goods for which the invitation is issued; and
- (d) Optionally, a circular to consular or diplomatic representatives of countries with potential bidders (Nordic countries for NDF).

The Invitation for Bids provides information that enables potential bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids should also indicate any important bid evaluation criteria (for example, the application of a margin of preference in bid evaluation) or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued).

The Invitation for Bids should be incorporated into the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

1.3 Section II. Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Section II contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail information or requirements included in Section II and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Section IV, General Conditions of Contract, and/or Section V, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Purchaser, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract

1.4 Section III. Bid Data Sheet

Section III is intended to assist the Purchaser in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Section II, and has to be prepared for each specific procurement.

The Purchaser should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Purchaser, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

1.5 Section IV. General Conditions of Contract

The General Conditions of Contract in Section IV, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Section V

1.6 Section V. Special Conditions of Contract

Similar to the Bid Data Sheet in Section III, the clauses in this Section V are intended to assist the Purchaser in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section V complement the General Conditions of Contract included in Section IV, specifying contractual requirements linked to the special circumstances of the Purchaser, the Purchaser's country, the sector, and the Goods purchased. In preparing Section V, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

1.7 Section VI. Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VIII. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 31.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered to the carriers), and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1.8 Delivery schedule

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VIII. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 31.

1.9 Section VII. Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Purchaser without qualifying their bids. In the context of International Competitive Bidding (ICB) or Nordic Competitive Bids (NoCB), the specifications must be drafted to permit the widest possible competition or open competition to Nordic countries in case of Nordic Competitive Bidding (NoCB) and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realised, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognised international standards should be used as much as possible

1.10 Section VIII. Sample Forms

1. Bid Form and Price Schedules
2. Bid Security Form
3. Contract Form
4. Performance Security Form
5. Bank Guarantee for Advance Payment
6. Manufacturer's Authorisation Form

The Bidder shall complete and submit with its bid the Bid Form and Price Schedules pursuant to ITB Clause 9 and 10 and in accordance with the requirements included in the bidding documents.

As requested in the Bid Data Sheet, the Bidder should provide the Bid Security, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15. No Bid security is recommended.

The Contract Form, when it is finalised at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 24.2 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c), spare parts pursuant to ITB Clause 26.5 (d), or quantity variations pursuant to ITB Clause 31. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The Performance Security and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7 and SCC 11, respectively.

The Manufacturer's Authorisation form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

1.11 Section IX. Eligibility for the Provision of Goods in Bank / NDF Financed Procurement

Non-eligible countries in World Bank/IDA guidelines: Andorra, Brunei Darussalam, Cuba, Democratic People's Republic of Korea (North Korea), Liechtenstein, Monaco, Nauru, San Marino, Tuvalu.

For NDF, eligible countries are: Denmark, Finland, Iceland, Norway and Sweden.

Companies participating in the preparation of Bids, Technical Specifications are not eligible (conflict of interest).

2. Tender document for Training Service

2.1 International Guidelines (World Bank)

A document called World Bank's Standard Request for Proposals (SRFP) must be used whenever possible in the selection of Consultants. The use of SRFP is mandatory for contracts estimated to cost more than \$200,000 U.S. equivalent. In the case of part-time assignment of local trainers, who are easily identifiable, it is simpler to use a simple process of direct contact and short-list, an evaluation based on criteria to be defined in the Letter of Invitation (LI) that should follow a QB (Quality based) process. It is essential to guarantee the quality of the courses provided, not to minimise the cost (in the Quality-Cost standard). A financial proposal exceeding the maximum amount allocated for each course is eliminatory.

An LI includes a standard Letter of Invitation, standard Information to Consultants, Terms of Reference, and a standard Form of Contract. (see Annex B). Before preparing an RFP, the user must have chosen a method of selection and the most suitable contract form. The SRFP includes two standard forms of contract: one for complex time-based consultant assignments and the other for assignments remunerated on a lump-sum basis. This SRFP also includes possibilities used for smaller contracts (\$200,000 or less U.S. equivalent) under time-based or lump-sum remuneration. It is strongly recommended to use the simplest format.

2.2 Procurement of Services in NDF

The general principles for selection of Consultants follow internationally recognised practice, e.g the practice used by the World Bank and the Regional Development Banks. Normally not less than 3 and not more than 6 eligible bidders shall be invited to bid. NDF will, on request from the Borrower, assist in the preparations of a short list or a long list (for further screening and short listing by the Borrower) of eligible bidders. Note that eligible Bidders are Nordic country origin.

The Borrower shall prepare the Request for Proposal with all relevant information including terms of reference, the proposed contract, and the list of consultants to be invited to bid. The method of evaluation shall be outlined in the letter of invitation.

In selecting consultants, the Borrower shall ensure economy and efficiency in the execution of the project. The evaluation of proposals shall follow the method of evaluation specified in the Request for Proposal and ensure that the quality of services is satisfactory, and that the selected bidder and nominated personnel are eligible.

2.3 Selection

It is assumed that training, if provided by local companies, will be financed by the National Budget. It is recommended to follow international recognise standards as described in Chapter 4.1.

The Terms of References are the content of the courses which are described in the Report 6: “Institutional Capacity and Training Plan” and are not repeated in this Report.

3. Tender Document for Equipment

This chapter relates to the purchasing of furniture, PC-computers or independent laptops, telephone, fax, and small repairs of building necessitated for safety or other reasons. There is no Tender document, just Technical Specifications or description of the Goods or Service.

The amount is limited and goods or works done locally. Local shopping is recommended. At least three quotations are collected and the less expensive wins the contract.

All International donors accept this process, but it is not the use of NDF to pay for local costs. In World Bank or other donors standard, a financial participation of the Government is required, sometimes covering all local costs.

All the financial conditions and the description of the procurement processes are defined in the Credit or Loan Agreement signed between the donor and the Government.

ANNEX R-A : TENDER DOCUMENT PROCUREMENT OF GOODS MCIMS

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2.2. Eligible Bidders	Fejl! Bogmærke er ikke defineret.
2.3. Eligible Goods, Works and Services	Fejl! Bogmærke er ikke defineret.
2.4. Procurement of Goods and Works	Fejl! Bogmærke er ikke defineret.
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Section I. Invitation for Bids

Date: *[date of issuance of IFB]* _____
Credit N^o: _____

1. The Ministry of Energy and Minerals has received¹ a Credit² from Nordic development Funds³ in various currencies towards the cost of the **Tanzanian Mining Cadastre**. It is intended that part of the proceeds of this credit will be applied to eligible payments under the contract for the **Implementation of a Mining Cadastre Information Management System**.
2. The Ministry of Energy and Minerals now invites sealed bids from eligible bidders for the supply of hardware, software and training for the implementation of the MCIMS in Central and Zonal / Resident Offices of the Ministry of Energy and Minerals.
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of *[name of appropriate purchasing unit]*⁴ *[mailing address of appropriate office for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers]*.
4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a non refundable fee of USD 100 (one hundred USD)
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the World Bank *Standard Bidding Documents: Procurement of Goods and Guidelines : Procurement under IBRD Loans and IDA Credits*
6. Bids must be delivered to the above office⁵ on or before *[time]* on *[date]*

¹ Substitute "has applied for," if appropriate.

² Substitute "loan" for "credit," where appropriate.

³ Substitute "International Development Association" or "International Bank for Reconstruction and Development," or name of any donor where appropriate.

⁴ The office for inquiry and issuance of bidding documents and that for bid submission may or may not be the same.

7. Bids will be opened in the presence of bidders' representatives who choose to attend at *[time and date]* at the offices of *[address of appropriate office]*.

⁵ Substitute the Purchaser's address for bid submission if different from its address for inquiry and issuance of bidding documents.

Section II. Instructions to Bidders

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Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The Borrower named in the Bid Data Sheet has applied for or received credit (hereinafter called "credit") from the Nordic Development Funds (called "the Bank") in various currencies equivalent to the U.S. Dollar amount indicated in the Bid Data Sheet towards the cost of the Project specified in the Bid Data Sheet. The Borrower intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Invitation for Bids is issued.
- 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Credit Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Credit Agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Credit Agreement or have any claim to the credit proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under NDF Credit*.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub-clause 36.1.

3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *NDF Guidelines for Procurement*, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents**5. Content of Bidding Documents**

- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Bank Guarantee for Advance Payment Form
 - (l) Manufacturer's Authorisation Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all

information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Purchaser's address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be bidding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising

- 9.1 The bid prepared by the Bidder shall comprise the following components. Clause 5.2 above should be specifically noted.

the Bid

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.
- (e) documentation covering , or justifying , compliance with all bid requirements, the supply of Goods and Services and all points or requirements requested in Bid Data Sheet -Section III , General and Special Conditions of Contract - Sections IV and V and Schedule of Requirements and Technical Specifications - Sections VI and VII.

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a description of the goods, their country of origin, quantity, and prices.
- 10.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
- (a) **Group A:** Bids offering goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
 - (b) **Group B:** All other bids offering goods from within the country of the Purchaser.
 - (c) **Group C:** Bids offering goods of foreign origin to be imported by the Purchaser directly or through the Supplier's local

Agent.

10.3 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For goods offered from within the Purchaser's country:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

a. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;

or

b. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

(ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.

(iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet.

(iv) the price of other (incidental) services, if any, listed in the Bid Data Sheet.

(b) For goods offered from abroad:

(i) the price of the goods shall be quoted CIF named port

of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.

- (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the Bid Data Sheet.
- (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bid Data Sheet.
- (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet.
- (v) the price of (incidental) services, if any, listed in the Bid Data Sheet.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid

12.1 Prices shall be quoted in the following currencies:

Currencies

For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the Bid Data Sheet.

For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any currency of a Bank member country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies. . Bidders quoting in any of the national currencies of the European Monetary Union or in euro should do so in accordance with the provisions of the Bidding Data.

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder, or Manufacturer, not doing business within the Purchaser's country, the Bidder is, or will be (if awarded the contract) represented by an Agent in that country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical

Specifications; and

- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents
Establishing
Goods'
Eligibility and
Conformity to
Bidding
Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the

Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or located in any eligible country, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
 - (b) a cashier's or certified check.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract pursuant to ITB Clause 34, and furnishing the performance security pursuant to ITB Clause 35.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 34;
 - or
 - (ii) to furnish performance security in accordance with ITB

Clause 35.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid except as provided in ITB Clause 16.3.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price may be adjusted by a factor specified in the request for extension.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and/or to contract execution if the Bidder is awarded the contract.

D. Submission of Bids**18. Sealing and Marking of**

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL"

- Bids** and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening of the inner envelope which will invalidate the bid.
- 19. Deadline for Submission of Bids**
- 19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20. Late Bids**
- 20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 21. Modification and Withdrawal of Bids**
- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions

of ITB Clause 17 and 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids and Contacting the Purchaser

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

23.2 Subject to sub-clause 23.1, no Bidder shall contact the Purchaser on any matter relating to its bid from the time of the bidding

opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

23.3 Any effort by the Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Conversion to Single Currency

25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

- (a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;

or

a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; or at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

25.2 The rule selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the Bid Data Sheet.

26. Evaluation and Comparison of Bids

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods,

and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 26.5:

- (a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the Bid Data Sheet will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies,

and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

(b) *Delivery schedule.*

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other bids by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.
- or**
- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.
- (d) *Cost of spare parts.*
- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is included with the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.
- or**
- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.
- or**
- (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.
- (e) *Spare parts and after sales service facilities in the Purchaser's country.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalised cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

(h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

26.6 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 26.5 above

has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardisation	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

27. Domestic Preference

- 27.1 If the Bid Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Clause 10.2 :
- 27.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules, pursuant to ITB Clauses 10 and 11.
- 27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.
- 27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:
- (a) the amount of customs duties and other import taxes that a non-exempt importer would have to pay for the importation of goods offered in each Group C bid;

or

- (b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.

28. Contacting the Purchaser

- 28.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should be in writing
- 28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

29. Post-qualification

- 29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.
- 29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. Award

- 30.1 Subject to ITB Clause 32, the Purchaser will award the contract to

Criteria	the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
31. Purchaser's Right to Vary Quantities at Time of Award	31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, as indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
32. Purchaser's Right to Accept any Bid and to Reject any or All Bids	32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
33. Notification of Award	33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted. 33.2 The notification of award will constitute the formation of the Contract. 33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
34. Signing of Contract	34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. 34.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
35. Performance Security	35.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

**36. Corrupt or
Fraudulent
Practices**

36.1 The Bank requires that Borrowers (including beneficiaries of Bank credits), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

▪ (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract."

Section III. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Borrower: Ministry of Energy and Minerals., Dar es Salaam Tanzania
ITB 1.1	Credit or credit number. NDF Credit or credit amount.]
ITB 1.1	Name of Project.: Tanzanian Mining Cadastre Information Management System
ITB 1.1	Name of Contract. Development of a computerised Mining Cadastre Information Management System
ITB 4.1	Name of Purchaser. Ministry of Energy and Minerals
ITB 6.1	Purchaser's address, telephone, email, and facsimile numbers. Tel: Fax: Email:
ITB 8.1	Language of the bid: English.

Bid Price and Currency	
ITB 11.2 (a)	The price quoted shall be EXW _____.
ITB 11.2 (b)	The price quoted shall be FOB _____.
ITB 11.5	The price shall be fixed.
ITB 12.1 (a)	Clause 12.1 (a) is not applicable and Clause 12.1 (b) applies to all goods and services and the words "from outside the Purchaser's country" shall not apply. <u>Bidding in USD or Tanzanian Shilling currency is preferred</u>

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Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements. more then 5 years experience in developing computer software; more than 5 years experience in installing systems including hardware; experience in training in developing countries.
ITB 14.3 (b)	Spare parts required for <u>two</u> years of operation.
ITB 15.1	Not required.
ITB 16.1	Bid validity period: 90 days
ITB 17.1	Number of copies. four
ITB 18.2 (a)	Address for bid submission.
ITB 18.2 (b)	IFB title and number. No Tanzanian Mining Cadastre Information Management System
ITB 19.1	Deadline for bid submission.
ITB 22.1	Time, date, and place for bid opening. <i>[The date should be the same as for bid submission specified under ITB 19.1 above, and the time should also be the same as specified under ITB 19.1, or immediately thereafter.]</i>

Bid Evaluation	
ITB 25.2	Currency chosen for the purpose of converting to a common currency: US dollars Source of exchange rate. Financial Times Date of exchange rate.: <i>[Select a date that shall not be earlier than four (4) weeks prior to the original deadline for the receipt of bids, specified in ITB Clause 22.1, and no later than the original date for expiry of the period of bid validity, specified in ITB Clause 16.1.]</i>
ITB 26.4	Criteria for bid evaluation. <i>[Select as appropriate from criteria listed in ITB Clause 26.4 (e.g., 26.4 (b) and (c)), and in the reference under ITB 26.5 below. Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 26.5 (b) (i) and (c) (ii)).]</i>
ITB 26.5 (a)	Inland transportation from EXW/port of entry/border point to Dar es

	Salaam airport (<i>address</i>), and insurance and incidentals.
ITB 26.5 (b)	Delivery schedule. Licensing Unit: ZMO RMO
ITB 26.5 (c) (ii)	n.a.
ITB 26.5 (d)	Option (ii)
ITB 26.5 (e)	Spare parts and after sales service facilities should exist in the Purchaser's country.
ITB 26.5 (f)	Reference to the methodology specified in the Technical Specifications
ITB 26.5 (g)	n.a.
ITB 26.5 (h)	Evaluation method: The contract shall be awarded to the less expensive responsive proposal, after financial corrections to ensure the comparativeness of all proposals.
ITB 26.5 Alternative	n.a
ITB 27	Domestic preference not applicable.

Contract Award	
ITB 31.1	n.a.

Section IV. General Conditions of Contract

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organisation purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(k) "The Project Site," where applicable, means the place or places named in SCC.

(l) "Day" means calendar day.

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank** 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank."

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract

specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*¹ published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are specified in SCC.

¹*Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

12. Transportation

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract

Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not

included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any

claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

All payments shall be made in the SCC pursuant to GCC 16.4. If both the specified currency and, because of membership of the European Monetary union(EMU),the euro is valid in the country of the specified currency, payments may also be made in euro. In case the specified currency has ceased to be valid in the country of the specified country because of membership of the EMU, payments shall be made in the corresponding amount in euro. the conversion of the amount of the specified currency into the euro shall in both cases be made in accordance with the statutory rate of conversion applicable in the country of the specified currency.

- 17. Prices** 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorised in SCC or in the Purchaser's request for bid validity extension, as the case may be.
- 18. Change Orders** 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under

the Contract.

(c)if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force

Majeure event.

- 26. Termination for Insolvency** 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience** 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- 28. Resolution of Disputes** 28.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.
- 29. Governing Language** 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All

correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in SCC.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Section V. Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: Ministry of Energy and Minerals

GCC 1.1 (h)—The Purchaser's country is: Tanzania

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is Ministry of Energy and Minerals, Licensing Unit

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section IX of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: Five (5).

6. Delivery and Documents (GCC Clause 10)

For Goods supplied from abroad:

Sample provision (CIF terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and ___ copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and ___ copies of nonnegotiable bill of lading;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

For Goods from within the Purchaser's country:

Sample Provision (EXW term)

GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

GCC 11.1—The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

8. Transport (GCC Clause 12)

The goods shall be delivered to :

and cost of transport and incidental services is included in the price of goods following application of : FOB, EXW Regulations.:

10. Spare Parts (GCC Clause 14)

Sample provision

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for two years operations.

11. Warranty (GCC Clause 15)

Sample provision

GCC 15.2—In partial modification of the provisions, the warranty period shall be 24 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is one year

12. Payment (GCC Clause 16)

Sample provision

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in USD in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.

- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in USD within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in USD as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Contractor within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.5 percent per week

Maximum deduction: 10 percent

[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]

15. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier which is from within the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English

17. Applicable Law (GCC 30)

The applicable law shall be :

18. Notices (GCC Clause 31)

GCC 31.1—Purchaser's address for notice purposes:

—Supplier's address for notice purposes:

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery at EXW premises,. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.⁶

Number	Description	Quantity	Delivery schedule (shipment) in weeks/months from _____ ⁷
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(define a schedule for delivery in the Central LU office as well as in the ZMO/RMO)

⁶ The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.

⁷ The Purchaser must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Section VII. Technical Specifications

1. Background

Since 1991 over US \$100 million has been invested in Tanzania's mineral sector, primarily in the form of exploration. This dramatic increase is largely the result of the implementation of new Government led policies. Much of this new exploration has been funded by Foreign Direct Investment and has led to the discovery of a number of new mineral deposits, including several development stage projects. These projects, some of which reached the production stage in the year 2000, involve capital investments totalling more than US \$720 million over the next three to five years.

This surge in investment and the resulting economic impacts, while welcome, has raised concerns over the sustainability of the investment and has highlighted the need to strengthen Government's capacity to process and grant applications for licences (i.e. prospecting, mining and primary mining licences) and to administer mineral rights. The Mining Act, 1998 does not provide for specifications suitable for computerised cadastre system. For instance, prospecting licenses are plotted in geographical co-ordinates, while primary mining licenses are approximately located using, tape measures and hand held compass referenced on topographical features.

In order to improve the pace and effectiveness of the implementation of its new mining development strategy, the Government requested a technical assistance credit from the World Bank. This credit became effective on December 21, 1994, as Mineral Sector Development Technical Assistance Project (MSD-TA) and is being managed by the Minerals Division under the Ministry of Energy and Minerals (MEM) through the Project Management Unit (PMU).

The MSD-TA Project addressed the legal, regulatory, fiscal and environmental framework, institutional strengthening and improvement of small-scale mining sub-sector. Under Institutional Strengthening sub- component of the project, a proposal for Improvement of the Tanzania Mining Cadastre was prepared and it covered evaluation of the current situation of mining cadastre, and recommendation for its improvement and work plan.

At present, the Tanzanian mining cadastre is comprised of approximately 1600 prospecting licenses, 60 mining licenses and about 7000 primary mining licenses. Most of the prospecting and primary mining licenses are clustered within the main mining areas of the country and their total surface area covers approximately 13% of the national territory. The present status of the Mining Cadastre is presented in Annex 1.

In order to improve the entire process of licensing and the administration of the mineral rights, the Government of Tanzania intends to establish a computerised mining cadastre system, which will

increase efficiency in the issuance of mineral rights and improve accuracy and accessibility of information.

A NDF Credit Agreement No. 277 was signed on 27 May 1999 for providing technical assistance to the Ministry of Energy and Minerals in the following main areas: (i) *Environmental Monitoring and Mitigation*, which will involve development of a sound regulatory and enforcement framework as well as monitoring of past mining activities; (ii) *Geochemical and Geophysical Surveys*, which will focus on strengthening the capacity of the Geological Survey of Tanzania to compile, interpret and publicise geological data from regional geological surveys; and (iii) *Mining Cadastre* will focus on improvement of the mineral licensing procedures and establishment of a modern mineral title management system. Other components are Environment and Mining; Small Scale Mining and Mining Sector Development.

The overall objective of Component E of the MSD-TA/NDF Project is to establish a modern computerised Mining Cadastre in Tanzania to facilitate expeditious and transparent processing of licences and to ensure the sustainable administration of mineral rights by the Government. Within the above context, the objective of a first contract was to design the most appropriate Mining Cadastre Development Strategy based on a thorough assessment of the alternatives.

The overall aim of MCIMS is to improve and smooth registration, increase transparency and data availability.

A cardinal issue is to make central registered data available to the RMO/ZMO, which genuinely increases the transparency of the cadastre system. Further developed with registrations emailed to LU would decrease the timeframe of each registration of a license.

Given the public (in particularly the mining companies) access to updated and transparent information at the Internet would increase awareness of the mining industry in the public, increased the possibilities for foreign investments and reduce any claims of misconduct in the Mining Cadastre registration. International companies will easily be able to browse through published licenses or even check the geographic location of licenses or areas free for prospecting.

The office in charge of operating and maintaining the MCIMS is the Registry and Licensing subdivision of the Minerals Division of the Ministry of Energy and Minerals (called LU, Licensing Unit in the following text).

The MCIMS will consists of:
Equipment and basic software
Development software
User's training
Outline

2. System outline

The purpose of the MCIMS is to store all information about Mining Licenses in one location, the Central Database. The history of changes to the registered licenses will be kept. The Central Database will contain information concerning Mining License applications and Licenses granted, as well as historical data concerning cancelled Licenses. The MCIMS will provide a possibility for distribution of the data from the system to the public.

The Registration System will be divided into two system parts:

RMO/ZMO –The applicants apply to and from ZMO/RMO where data are “entered” or emailed.

The RMO/ZMO will not have direct access to the database but will email applications or use Internet. The system configuration at the RMO/ZMO is kept as simple as possible, communication is using a HUB then access the data from the Central Server.

Central server – the central part of MCIMS, which stores all registered information, journals and logs.

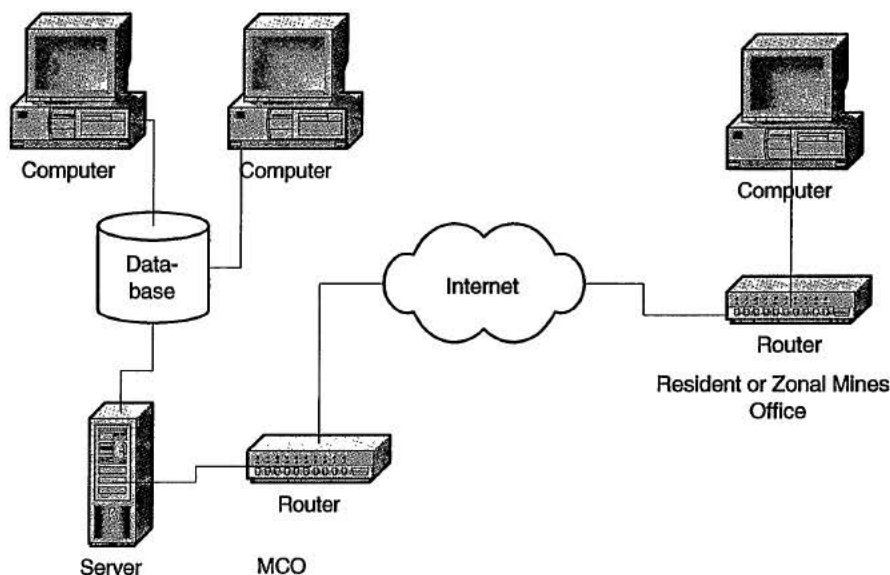


Figure Fejll Ukendt argument for parameter.: Outline of MCIMS.

The network should be based on a Wide Area Network migrating to a Local Area Network in the next 5-10 years.

Data storage

The System will cover the following:

Local Desktop – data storage located in RMO/ZMO to support recording of working documents.

Journal Database – information about reception of application forms, their type, status and date/time. The main purpose for this database is to provide a view on and registration of all documents.

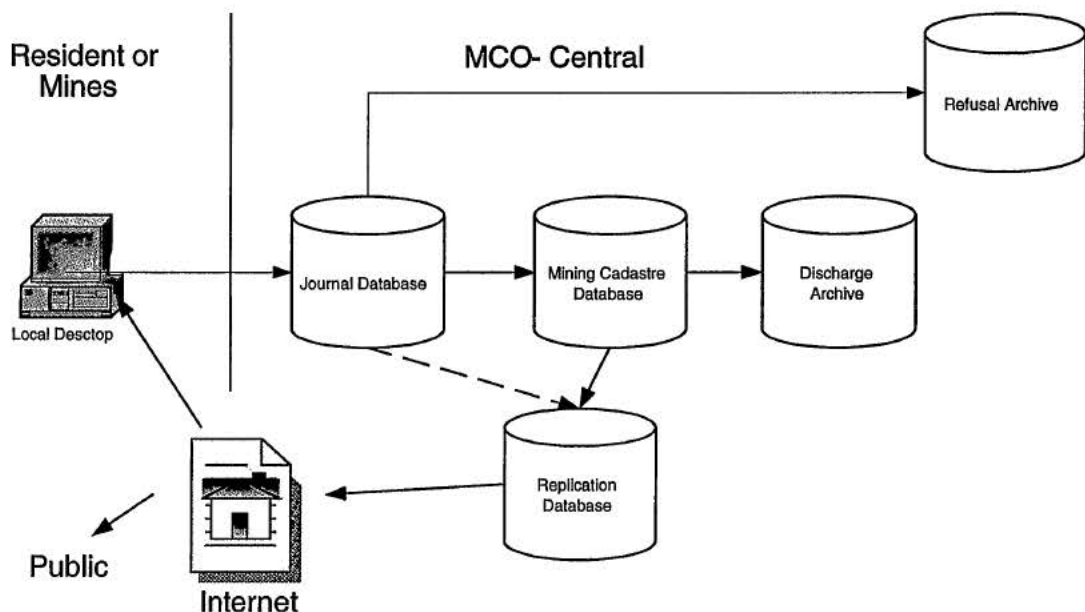
Database of Mining Cadastre – storage of all licenses. Only this database can store information about licenses.

Replications Database– database used to replicate data accessible for the RMO/ZMO or at the Internet for the public.

Refusal Archive/database – an archive database for all refused licenses.

Discharge Archive/database – an archive database for all discharged licenses.

Figur Fejl! Ukendt argument for parameter.: Data storage outline



System access

Entries to the MCIMS are coming from two sources:

RMO/ZMO

Clerical Staff responsible for

- Entering data from the application form
- Correcting the information previously entered

Officers responsible for

- Control data entry
- Performs crosscheck of the documents
- Adding to the Journal Database (Application Forms Procedures)
- Make decisions

MCO is responsible for

- Updating the Journal and Mining Cadastre Database

- Maintenance of hardware, basic software and MCIMS-specific software in the RMO/ZMO and at MCO
- Monitoring process and access to MCIMS
- Backup
- Supporting users of the distribution system – the RMO/ZMO and the public

3. Configuration:

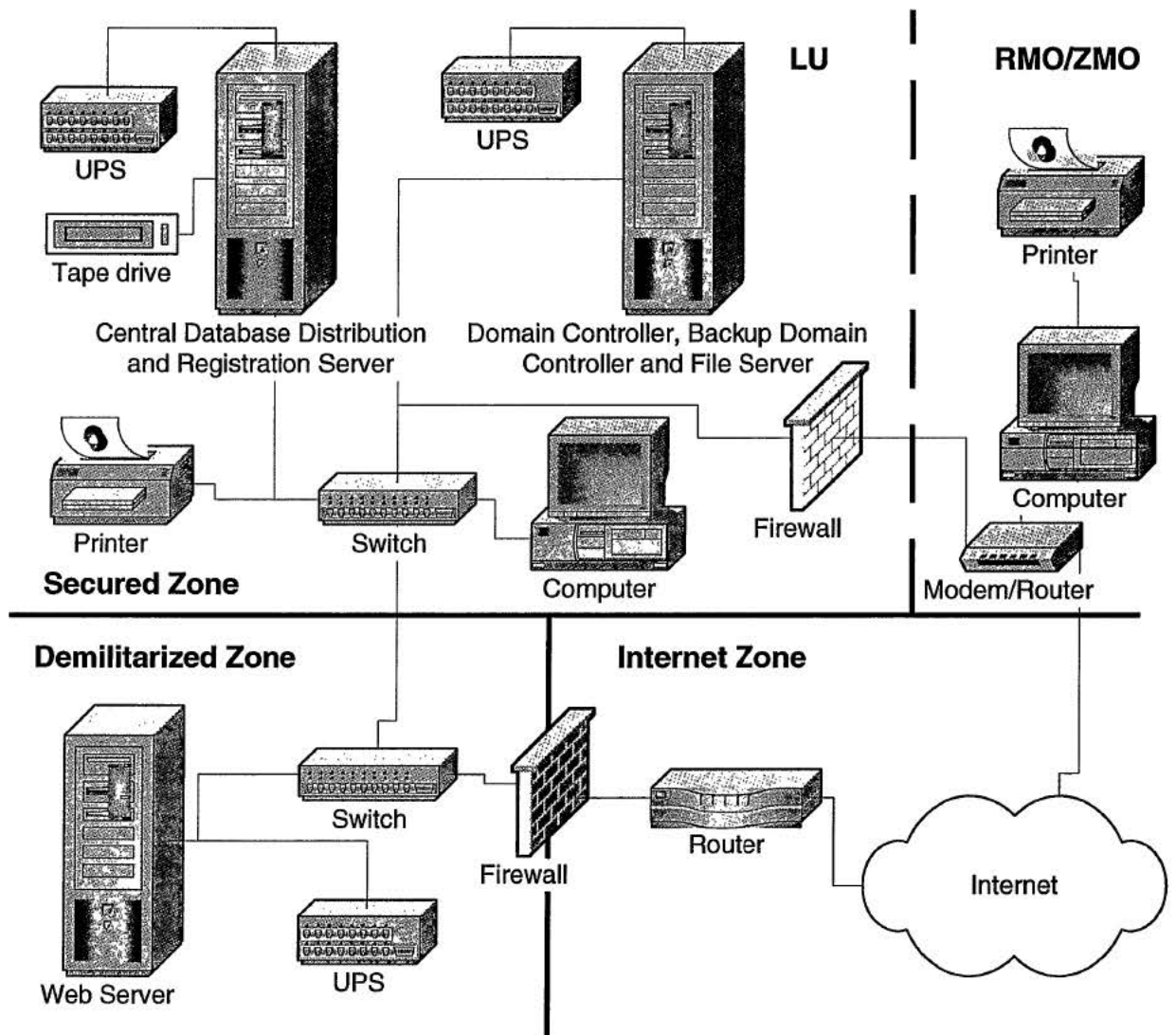


Figure Fejl! Ukendt argument for parameter.: Overview of hardware and network components for operation of MCIMS at MCO

The servers has to handle various functions:
Domain Controller

File & BDC

Central Database Distribution and Registration Server

Central Database

It's recommended for LU to have more than one server. The data-flow would be limited, but the operations numerous.

Hardware	Quantity
LU equipment	
S.1: Domain Controller, File & BDC, Central Database, Domain and Registration Server	1
S.2: (Central) Database Distribution and Registration Server	1
S.3: Web Server	1
Personal Computer	12
Printer A4	3
Printer A3	1
Plotter	1
Switch	2
Firewall	2
UPS	12
Tape drive (Backup)	1
Router	1
Modem	1
RMO/ZMO (26) equipment	
Personal Computer	26
Printer	26
Modem/Router	26

Standard Software	Quantity
LU	
Windows Server 2000 English with 8 (3 servers + 9 clients) pcs. CAL	12
MS SQL Server 2000 Std. Ed. English with 8 (3 servers + 9 clients) pcs. CAL	12
Microsoft Internet Information Server	1
Microsoft Office 2000 Professional (3 servers + 12 clients)	15
Antivirus software (3 servers + 12 clients)	15
RMO/ZMO (26)	
Microsoft Windows2000	26
Microsoft Office 2000 Professional	26
Antivirus software	26

4. Detailed description

Servers

The basic configuration for a server is:

Windows Server 2000 English Intl CD 5 Client (for managing the 5 computers)

ISA Server 2000 English Intl CD 1 Processor License (Firewall, Proxy)

Antivirus – Active Virusscan Security Suite

SQL Server 2000 Standard Edtn English Intl CD 5 Client (for managing the 5 computers) – if SQL is chosen

The server is configured as a Domain Controller and File Server & Backup Domain Controller. In this server also should be able to handle the Central and Local Database Registration and Distribution Server functionalities.

System, processors and architecture	Intel Pentium III 1.4 GHz/512KB L2 Cache, 133 MHz front side bus Upgradeable to two CPU's 1 GB RAM (expandable) Integrated, dual-channel Ultra-160 SCSI controller
Components	40 GB SCSI Hard disk 48x CD ROM 3,5" disk drive Parallel port, serial port 2 USB ports IEEE-1394 Firewire Wheel mouse Keyboard 10/100 Mbps network card AGP Graphic card with minimum 8 Mb RAM, capable of handling minimum 8 Hz in 1024 x 768 in 16 M colours Chassis, Expansion Bays – 6, expansion slots – 6 Smart Array SA5i Plus for ML370 G2 (64Mb with BBWC) 20/40 GB DDS/44mm Internal SCSI Tape backup streamer
Security	Automated Server Restart (ASR), Alert on LAN 2, Wake on LAN, Boot Sequence control, Mechanical locks, Power on password, Privileged access password, unattended start up
Monitor	Compaq V570 MPRII/ SH 15" Colour Monitor – 2 tone (Compaq SVGA 15" Monitor)
Preinstalled software	Windows NT 2000 Server, Office 2000
UPS	Power protection UPS – APC Smart-UPS 2200 VA, Line Interactive, user rep

	Batt., SmartBoost, SmartTrim, SmartSlot.
Warranty and service	Three-year, next-business-day, onsite limited warranty from authorised resellers, Free telephone support for basic set-up, installation, and troubleshooting

Central and Local Database Registration and Distribution Server – S.2

The server is configured as a Central and Local Database Registration and Distribution Server. This server type is the same, but with the following additional features:

Components	2 x 40 GB SCSI Hard disks
Other software	MS SQL Server 2000 with licenses, MapX, Office 2000
Warranty and service	Optional 4-hour disaster response during standard business hours

Web Server – S.3

The server is configured as a Web Server. This server type is the same, but with the following additional features:

Components	2 x 40 GB SCSI Hard disk 2 x 100 Mbps network card
Other software	MS Internet Information Server (latest version)

Personal Computers

The PC configurations are aimed as being used for registration by staff, operators, system administrators, officers and clerk's.

System, processors and architecture	1,7 GHz Intel Pentium 4, 32 Kb internal L1 CPU cache, 256 Kb L2 cache, 40 MHz front side bus 128 MB RAM Intel 845 Chipset Ultra ATA/100 controller
Components	20 Gb Hard disk (enhanced IDE) 7200rpm 48x CD ROM

	3,5" disk drive Parallel port, serial port 2 USB ports Wheel mouse Keyboard 100 Mbps network card AGP Graphic card with minimum 16 Mb RAM, ADI 1887 AC97 Audio card Chassis must minimum have one 5,25" and one 3,5" slot free
Monitor	Compaq V570 MPRII/ SH 15" Colour Monitor – 2 tone (Compaq SVGA Monitor)
Preinstalled software	Windows 2000/XP
Other software	Office Professional/Publisher XP Win32 English, MapInfo Professional or M. Info Runtime and Antivirus software
UPS	APC Back-UPS Multi Path 650VA Complete System (Optional)

Printers

Printer	LaserJet double side printing, network connection, extra paper-tray
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Plotter

Plotter	HP 3000 Series A0 1200 dpi, network connection, extra memory
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Network

LAN equipment

Switch	8 or 24 ports depending on the need, UTP cat-5 cables to network, USB port direct connection
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WAN equipment

The connection to Internet must be a fixed line, connecting using a router and/or modem with a bandwidth of 256 Kbps.

Switch	8 ports, UTP cat-5 cables to network, USB port for direct connection
--------	--

Firewall	Standalone firewall unit Supporting 3 zones, USB port for direct connection Filter, gateway and proxy functions Network and application level security Fail over option
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5. Application software

5.1 Database

The basic software is listed in Chapter 2. Some application must be developed to fulfil the requirements of the proposed new organisation of Mining Cadastre Office (see Report 7.2). The general processes are defined in this Report.

The database design used for the Inventory of Mineral Rights is usable for this purpose. This Design should be completed by the link to the graphic software (MapInfo) and some adjustments and improvements proposed by the Bidder.

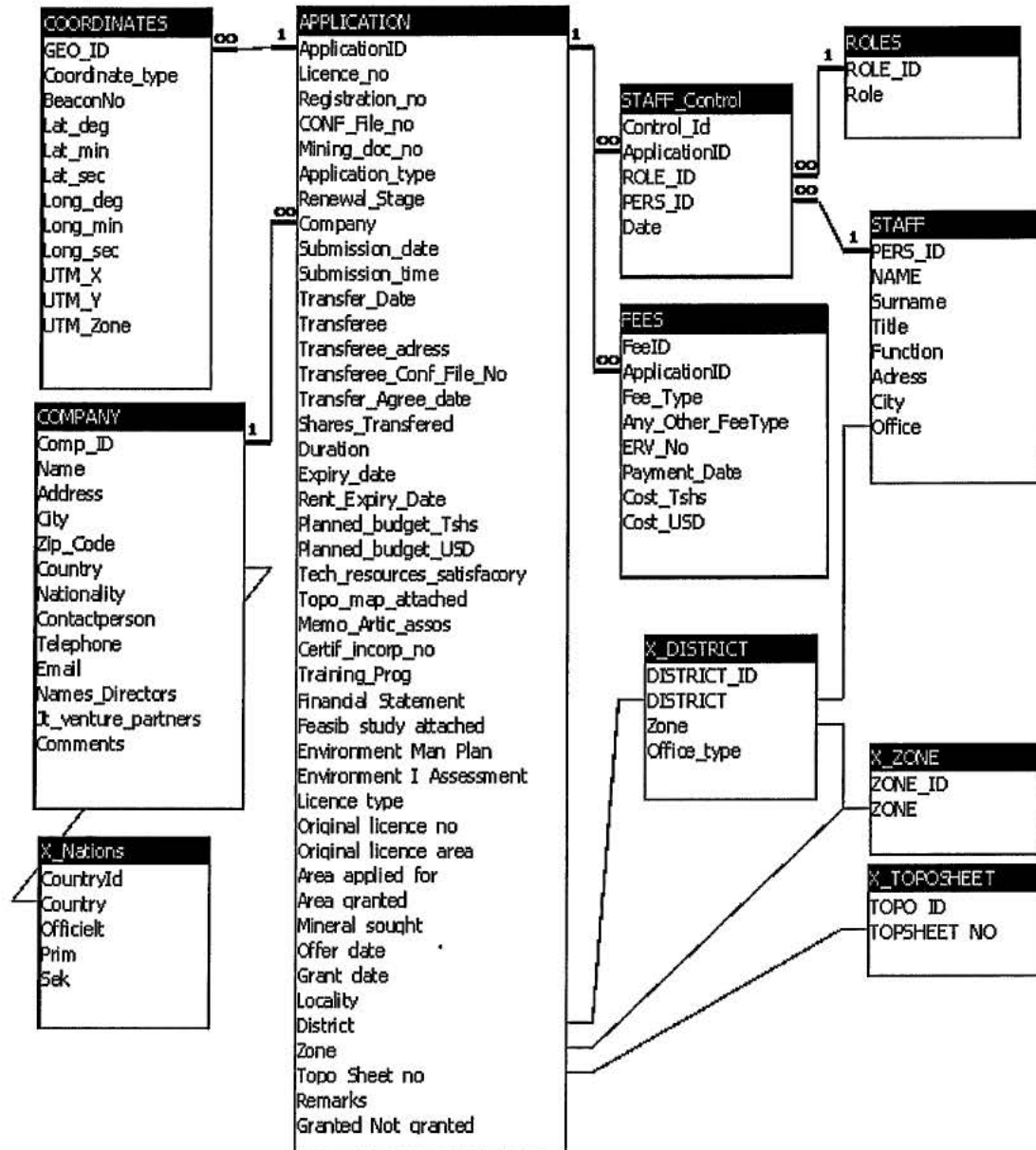


Figure 4: Database design

This database is currently in use on a PC located in the Licensing Unit. Access software is used and no network facilities are used. This database is not connected to Mapinfo graphic software and the co-ordinates are not checked.

The Bidder should define the solution for the migration of data from the existing system to the proposed one.

5.2 List of Database Tables

The following description is indicative on the data to be managed. It will be adjusted in accordance with the requirements defined with the Client.

Table 1. Application.

Field	Data type	Description
ApplicationID	Auto numbering	Auto generated id number.
Licence_no	Character	Licence number issued by Mineral Rights Registry
Registration_no	Number	Registration number issued by Mineral rights Registry
CONF_File_no	Number	Confidential file number for the applicant, opened by Ministry of Energy and Minerals
Mining_doc_no	Character	Mining Document number.
Application_type	Character	Whether it is for a new application, for renewal, for licence transfer, for demarcation, for amalgamation or for surrender
Renewal_Stage	Character	Whether it's the 1st, 2nd, 3rd or retention
Company	Number	Number identifying the licensee registered in another table. Rule: <i>Lookup to Table Company</i>
Submission_date	Date	Date when the license application was submitted to Ministry of Energy and Minerals
Submission_time	Date	Time when the license application was submitted to Ministry of Energy and Minerals
Transfer_Date	Date	Date the transfer has been made. Rule: Only accessible when Application type = Transfer.
Transferee	Number	ID of company. This field is a lookup to the Company table. Rule: Only accessible when Application type = Transfer. Lookup to table Company
Transferee_Conf_File_No	Character	File Number of Transferee. Rule: Only accessible when Application type = Transfer.
Transfer_Agree_date	Character	Date of agreement. Rule: Only accessible when Application type = Transfer.
Shares_Transferred	Character	Shares Transferred. Rule: Only accessible when Application type = Transfer.
Duration	Number	Duration of validity of licence
Expiry_date	Date	Date when Licence expires. Rule: Data automatically entered as a function of

		dating either Grant date or duration (Expiry defined as Grant Date + Duration).
Rent_Expiry_Date	Date	Date up to when the rent will expire
Planned_budget_Tshs	Number	Budgeted expenditures (in Tanzania Shillings) to be spent on the licence.
Planned_budget_USD	Number	Budgeted expenditures (in US Dollars) to be spent on the licence.
Tech_resources_satisfactory	Character	(Yes/No) whether technical resources are satisfactory or not. Rule: <i>Controlled List</i> .
Topo_map_attached	Character	(Yes/No) whether a 1:50,000 scale Topo map is attached to the application or not. Rule: <i>Controlled List</i> .
Memo_Artic_assos	Character	(Yes/No) whether Memorandum and Articles of Assist. Attached or not. Rule: <i>Controlled List</i>
Certif_incorp_no	Character	Certificate Number
Training_prog	Character	(Yes/No) whether Training program is attached or not. Rule: <i>Controlled List</i>
Finacial_Statement	Character	(Yes/No) whether a financial statement is attached or not. Rule: <i>Controlled List</i>
Feasib_study_attached	Character	(Yes/No) whether feasibility study attached or nor not. Rule: <i>Controlled List</i>
Environment_Man_Plan	Character	(Yes/No) whether Environmental Management Plan (EMP) is attached or not. Rule: <i>Controlled List</i>
Environment_I_Assessment	Character	(Yes/Not) whether Environmental Impact Assessment (EIA) Report is attached or not. Rule: <i>Controlled List</i> .
Licence_type	Character	Whether licence is PPL (primary prospecting licence), PLR (Reconnaissance licence), PL (Prospecting licence), PML (Primary mining licence), ML (Mining licence), SML (Special mining licence), GML (Gemstone mining licence), RL (Retention licence). Rule: <i>Controlled List</i>
Original_licence_no	Character	Type of licence previously held in case of transformation from one licence type to another e.g from PL to ML.
Original_licence_area	Character	Original licence area held in case of renewal or transformation from one licence type to another. <i>Application</i> ".
Area_applied_for	Number	Size of licence area requested (Sq Km)
Area_granted	Number	Size of licence area granted (Sq Km)
Mineral_sought	Character	Mineral being sought under the licence
Offer_date	Date	Date when offer for the licence is given

Grant_date	Date	Date when licence is granted
Agents	Note	Names and addresses of the agents who manage the licence on behalf of the holder
Locality	Character	Local name of the area in which licence is located
District_ID	Number	Name of the administrative district accommodating the biggest part of the licence area Name of the administrative district accommodating the biggest part of the licence area. Rule: <i>Lookup to table X_District</i>
Zone	Character	Mineral administrative zonal office. Rule: <i>Lookup to table X_District</i> . Automatically updated when choosing District.
Topo_Sheet_no	Character	Topographic Sheet number of the map on which the licence falls. Rule: <i>Lookup to table X_Toposheet</i>
Remarks	Note	Any comment made by issuing authority. For instance comments on refusal or granting.
Granted_Not_Granted	Number	Values set as either 1 for application approved or 0 for application rejected.

Table 2: Fees. Entity for storing of all types of fees related to a license.

Field	Data type	Description
Fee_ID	Autonumber	Identity of Fee
ApplicationID	Number	Automatically entered ID linking a Fee with an Application/license.
Fee_Type	Character	Whether it is Application, Preparation, Transfer, Rent, Royalties, Demarcation, Amalgamation, Surrender fees or Other Fees
Any_Other_FeeType	Character	Any other fee not covered in Fee_Type. Rule: Only accessible for data entry when fee type is set to "Other"
ERV_No	Character	Receipt Number
Rent_expiry_date	Date	Date rent expires.
Payment_Date	Date	Date the fee was paid
Cost_Tshs	Number	Payment made in Tanzanian Shillings
Cost_USD	Number	Payment made in US Dollars

Table 3. Holders of Mineral Rights..

Field	Data type	Description
Comp_ID	Auto numbering	Company identification number - automatically generated.
Name	Character	Full Names of license applicant/holder
Address	Character	Street and House Number of licence applicant/holder
City	Character	City
Zip_Code	Character	Postal code. Character since foreign License Holders addresses could have text within the Zip Code.
Country	Character	The Country of licence applicant/holder. Rule: Lookup to table X_Nation. Only activated if "Nationality" is set to Foreign. Otherwise the Value is set to Tanzania.
Nationality	Character	Whether Licence applicant/holder is Local or Foreign - Is a controlled List.
Contactperson	Character	(Optional) Person not identical with License applicant/holder
Telephone	Character	(Optional) Telephone number
Email	Character	(Optional) Email address
Names_Directors	Note	Names and addresses of Directors of licence applicant/holder in case its a company
Jt_venture_partners	Note	Names and addresses of Joint Venture Partners. In principle the JV Partners could be Companies already in the same table.
Comments	Note	(Optional) Any comment of interest about the company/person in question. Are they reliable or not. Previous problems, reason for rejecting the application, etc.

Table 4. Co-ordinates. Entity for co-ordinates related to a license.

Field	Data type	Description
GEO_ID	Number	Same as applicationID, but different naming useful for coding. Cascade updated when new co-ordinate is added.
Co-ordinate_type	Character	Co-ordinates applied, Granted or Granted and verified. Rule: <i>Controlled List</i>
BeaconNo	Auto numbering	Beacon number. Automatically added. Used by the system, MapInfo.
BeaCon		Beacon number. Information added by user, beacon 1, 2, 3 and 4, ect.
Lat_deg	Number	Latitude degrees co-ordinate for licence corner beacon. Rule: Not accessible if Co-

		ordinate_type is set to "granted and Verified"
Lat_min	Number	Latitude minute co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
Lat_sec	Number	Latitude second co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
Long_deg	Number	Longitude degrees co-ordinate for licence corner beacon
Long_min	Number	Longitude minute co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
Long_sec	Number	Longitude second co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
UTM_X	Number	UTM_EASTING co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
UTM_Y	Number	UTM_NORTHING co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
UTM_Zone	Character	UTM ZONE in which the licence falls. Rule: Controlled List. Not accessible if Co-ordinate_type is set to "granted and Verified".

Table 5. Roles. Entity for defining activities occurring in connection with licenses. The table is the basis for managing access to the database and tracking changes to the database by users. Functions as lookup to table Staff_control.

Field	Data type	Description
ROLE_ID	Auto numbering	Role identification number - automatically generated.
Role	Character	Any role that staff might have in a connection with a license.

Table 6. Officer. Entity for storing information's about the staff at LU to record who has done what in the database.

Field	Data type	Description
PERS_ID	Auto numbering	Unique identifier
NAME	Character	First Name
Surname	Character	Surname
Title	Character	Title to put in letters etc. - Dr -Mr - Mrs. -Ms. Rule: <i>Controlled List</i>
Function	Character	Employee Title or function - Head of LU, Technicians, secretary, etc.
Address	Character	Address of Employee

City	Character	Place of living
Office	Character	Office. Rule: Look up to Table District

Table 7. Staff_Control. Entity for storing information's about the actions of individual staff members in relation to each license. If used together with access control from a network, the system becomes very powerful in controlling who does what and why to the database.

Field	Data type	Description
Control_Id	Auto numbering	Unique identifier
ApplicationID	Number	Record identifying Application/License. Rule: All data is entered automatically.
ROLE_ID	Number	Record identifying the employee role. Rule: All data is entered automatically.
PERS_ID	Number	Record identifying Employee. Rule: All data is entered automatically.
Date	Date	Automatically timestamp. Rule: All data is entered automatically.

Table 8. District . The various Districts and Zonal Offices in Tanzania.

Field	Data type	Description
DISTRICT_ID	Auto numbering	Unique identifier
DISTRICT	Character	Name of district
Zone	Character	Name of Zone
Office_type	Character	Type of Office - District or Zone

Table 9. Topo-Sheet . Entity for information about the topographical sheets covering Tanzania. The information about toposheet needs verification and this should be done as soon as possible.

Field	Data type	Description
TOPO_ID	Auto numbering	Unique identifier
TOPSHEET_NO	Character	Toposheet number

Table 10. ZONE. Entity for Zones.

Field	Data type	Description
ZONE_ID	Auto numbering	Unique identifier
ZONE	Character	Name of Zone

Table 11. Nations. Entity for nations.

Field	Data type	Description
Country_ID	Auto numbering	Unique identifier
Country	Character	Name of Country
Officiel	Character	Official Name if different from name
Prim	Character	Primary abbreviation
Sec	Character	Secondary abbreviation

5.3 Functionalities

The functionalities must follow the newly defined processes defined in 7.2. The computer operations concern:

For PML/PPL

The application form is completed and stored in the database by ZMO as soon as the application entry is registered.

The co-ordinates are then entered in the online MCIMS by the ZMO in chronological order of registration of applications. After the technical control of the form data, ZMO uses MCIMS to check online the co-ordinates and verify that the area requested by the applicant is available.

If the area is partly of fully unavailable, corrective co-ordinates are calculated by the computer (existing Licenses to be extracted). A document is printed out with approved co-ordinates (as required if available or adjusted) to be delivered to and signed (approved) by the applicant.

ZMO can assist the applicant using MCIMS.

When the applicant signs the extract with co-ordinates, it is registered in MCIMS as an "approved by the applicant" application.

MCO is informed of the validity of the application and the Head of MCO confirms after controls using MCIMS (final acceptance).

ZMO is informed online. The final License is printed out in ZMO with necessary information on the applicant, application, complete co-ordinates of the limits, information on existing Licenses included into the area.

For ML /PL

MCO register the entry of an application in the computer and delivering a receipt to the applicant. The form and the co-ordinates are then entered in the online MCIMS by the MCO.in chronological order. MCO uses MCIMS to check the co-ordinates and verify that the area requested by the applicant is available.

If the area is partly of fully unavailable, corrective co-ordinates are proposed by the computer (existing Licenses to be extracted). A document is printed out with approved co-ordinates (as required if available or adjusted)

If the application is accepted or refused, it is registered in the MCIMS. The resulting letter is printed out.

The draft License is printed out with necessary information on the applicant, application, and complete co-ordinates of the limits, with co-ordinates of existing Licenses included into the area. A chronological License number is created.

Renewals, management of expiry and cancelling Licenses are following a process with the same principles. The MCIMS checks the dates of validity, informs MCO/ZMO in advance, update the graphic information the case may be.

MCO and ZMO are online using full resources of MCIMS for public service;

Reception and acceptance of Reports are registered in MCIMS.

Computerized functions:

Entry of the application (ZMO for PPL, PML, MCO for ML, PL). Registration of the date and time.

Production of a receipt.

Entry and control of the application form. Control of the chronological order.

Graphical control of the co-ordinates (ZMO or MCO). Control of chronological order. Checking of the area is vacant. Calculation of new co-ordinates, production of a proposal for the applicant.

Registration of the decision in MCIMS (refused, accepted). Updating the status of the area covered by the application.

Printing letter to the applicant.

Printing the License with complete co-ordinates.

Registration of the License number.

Permanent control of the dates of validity of License, printing status Report.

Other functionalities should be envisaged:

Journal.

registration of transfer of holder of a License right

registration of fees.

Cancelling part or whole of a License with updating the status of the vacant land.

changes to the original registered license.

discharge or termination of previous registered licensees rights

Data Query

MCIMS should allow the users to quickly query the database for relevant information on licenses.

The querying would be done in both The Journal and Mining Cadastre Database:

Finding licenses and documents by License Number

Finding licenses and documents by Address

Finding licenses and documents by Journal Number

Finding licenses and documents by Owner

Finding licenses and documents by Co-ordinates

Finding discharged licenses and documents in The Discharge Database by Discharge Number

All results of the query are printed using the Report Application.

Printing functions

Journaling certificates

Receipt of acceptance or refusal

Registration certificates

Certificate of refusal

Certificate of registered rights

Certificate of discharge and termination ‘

Statistics

All documents should be kept in a special archive and all information should be moved from The Journal and Mining Cadastre Database to The Discharge Database.

5.4 Training

The Consultant should provide courses as follows:

Course General working principles of the MCIMS	Trainer Consultant	Duration 3 days
Objective /Course Outline To enable the participants to work with and understand MCIMS Overall system understanding and security Transparent registration Querying Report generation Validation of data and the use of forms Duties of the operator Communication with ZMO/RMO and stakeholders Methodology Introduction, discussion, exercises, cases, hands on	Who to be trained Managers and Head of Sub-Sections Number of participants C. 26	Priority High

Course General working principles of the MCIMS	Trainer Consultant	Duration 2 x 3 days
Objective /Course Outline To enable the participants to work with and understand MCIMS Overall system understanding and security Transparent registration Querying Report generation Validation of data and the use of forms	Who to be trained Professionals and Technicians Number of participants C. 15	Priority High

Duties of the operator Communication with ZMO/RMO and stakeholders Methodology Introduction, discussion, exercises, cases, hands on		
--	--	--

Other requirements

Communications

Vast problems with communications is a hindrance for development and consequently the Districts and Zonal Offices have not been included in any present development in Tanzania. One way to solve the communication problem in Tanzania could be to adopt a direct line of communication between head and field offices by way of telephone lines or radio communication. A HTML/ASP based user interface could then be adopted and field officers could report directly to the head office or even enter data directly in the database. The latter is not recommended at the present due to inadequate communication and registration procedures.

Security issues

The security of the system comprise:

Access control (each user of the system should be registered and can only access the system by using username and password)

Rights and restrictions for users (definition of rights and restriction for database users)

System backups (database backups should be done daily and stored in a different place)

Recovery procedures (description of procedures should be performed for database recovery after failure)

Virus checking (software for virus checking, rules of use of internet and computers)

Electric power supply (stable electric power supply, alternative electric sources)

Fire protection (fire alarm and automatic fire extinguisher system)

Working place and server room physical security (access control and physical security for The RMO/ZMO and servers at LU)

Security of MCIMS shall apply for servers, database, network, client workstations and registration system. No data entered shall be lost during any system failure. All changes done by registration shall be tracked.

Database security

If database problems occur, the user should receive error messages sent by the application module. User should be prompted for further actions.

Only authorised users or MCIMS application programs shall be allowed to perform operations on the database. Users shall only be allowed to access the databases through stored procedures. Structured Query Language (SQL) shall be used for data manipulation. No other SQL applications, except applications designed for MCIMS, shall be used on the client workstations.

Computer security

Computer security shall include start-up password and power reset switch cover. Working places and server room should be physically safe.

Network security

The wide area network (WAN) of MCIMS between the RMO/ZMO and LU will be part of the telecommunication company's network and shall be behind a firewall. A support agreement between LU and the telecommunication company should be entered guaranteeing line connections, speed and traffic optimisation, virus protection, and response and repair time in case of WAN failure.

Even if the WAN connection breaks down, only part of the system functionality should disappear. Some of the functionality of the system should remain so that the user can save work in a temporary log. If a network connection breaks down during saving of operation, all operations should be undone until last successful saving.

Availability and Maintainability

The registration system should be available 9 hours a day, 5 days a week while the distribution system should be available 24 hours a day, 7 days a week.

The system should be designed and developed for ease of maintenance and so that further development and extensions can be incorporated. All MCIMS-specific data (like list of districts, etc.) should be stored as parameters, thus being modifiable without recompilation of or changes to the system.

The system shall include online help for all users. Users should not require the use of a hardcopy manual to use the system.

System response time is the ability to handle user activities:

Client workstation start-up time depends on the configuration of the workstations, but should not exceed 5 minutes.

Logon time depends on network and server speed and duty, but it should not exceed 2 minutes.

Documentation

The following documentation shall be delivered:

Software documentation (in English)

Registration procedures for the use of personnel (user manual in English and Swahili)

Technical operation manual (central, in English)

Technical operation manual (local, in English/Swahili)

Test documentation (in English)

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Bid Form and Price Schedules

Date: _____
 Credit N°: _____
 Credit N°: _____

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the Schedule of Requirements, Technical Specifications, Contract and Special Conditions of Contract as specified in our reply to bid as included.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, and Advance Payment, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

“Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

<u>Amount and Currency</u>		
<u>Name and address of agent</u>		<u>Purpose of Commission or gratuity</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”).”

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 19_____.

[signature]

[in the capacity of]

Duly authorised to sign Bid for and on behalf of _____

Price Schedule for Goods Offered from Abroad

(Group C bids)

Name of Bidder _____, IFB Number __, Page __ of __.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price FOB or FCA port or place of loading (specify port or place) ¹	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services ³

¹ Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.
² Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.
³ Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

**Price Schedule for Domestic Goods Offered from within the
Purchaser's Country**
(Group A and Group B bids)

Name of Bidder _____, IFB Number __, Page __ of __.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labour, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit price per item final destination and unit price of other incidental services ³	Sales and other taxes payable if Contract is awarded

¹ Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

² Indicated as a percentage of the EXW price.

³ Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 19____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

Contract Form

THIS AGREEMENT made the _____ day of _____ 19____ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 19____ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 19_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Manufacturer's Authorisation Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorise *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Annex B: Service contracts

**SAMPLE CONTRACT FOR CONSULTING SERVICES. SMALL ASSIGNMENTS. LUMP-SUM
PAYMENTS**

REQUEST FOR PROPOSALS

RFP # [insert: RFP number]

Tanzania

Mining Cadastre Information Management System-

Credit # [insert: credit number]

Institutional Strengthening

Section 1. Letter of Invitation

Dear *[insert: Name of Consultant]*: Dar es Salaam (*Date*)

The Ministry of Energy and Minerals has received (*or has applied for*) a credit] (hereinafter called "credit") from NDF toward the cost of *[insert: Name of Project]* and intends to apply a portion of this credit to eligible payments under this Contract.

The Ministry of Energy and Minerals now invites proposals to provide the following consulting services: Technical Assistance and Institutional Strengthening, aiming at supporting the administration in the implementation of a modern Mining Cadastre, providing assistance, advice and organising training. More details on the services are provided in the attached Terms of Reference.

The RFP has been addressed to the following shortlisted consultants:
[insert: List of Shortlisted Consultants]

A firm will be selected under Quality-Cost method and procedures described in this RFP.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Information to Consultants
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract.

Please inform us, upon receipt:

- (a) that you received the letter of invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

[insert: Signature, name, and title of Client's representative]

Section 2. Information to Consultants⁸

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a financial proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and

⁸ This Information to Consultants section shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions.

reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

1.7 Bank policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client

whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.7.3 Any previous or ongoing participation in relation to the assignment by the firm, its professional staff, or its affiliates or associates under a contract with the World Bank may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

1.8 It is the Bank's policy to require that borrowers (including beneficiaries of Bank credits), as well as consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the borrower of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will cancel the portion of the credit allocated to the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the

borrower or of a beneficiary of the credit during the selection process or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that, in contracts financed by a Bank credit, a provision be included requiring consultants to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Bank.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above sub para. 1.8 (d).

1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by papermail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a

clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

- 3. Preparation of Proposal**
- 3.1** Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.
- Technical Proposal**
- 3.2** In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3** While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or subconsultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must, at a minimum, have

the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.

- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's national language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the firm's organisation and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment,

supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

3.7 The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the subconsultants, and their personnel (other than nationals or permanent residents of the government's country), unless the Data Sheet specifies otherwise.

3.8 Consultants may express the price of their services in the currency of any Bank member country or in the European Currency Unit. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).

3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.

4.2 An authorised representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.

4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.5 The completed Technical and Financial Proposals must be deliv-

ered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a respectable public auditor or independent authority until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Bank reviews and issuance of a "no objection" letter, is concluded.

Evaluation of Technical Proposals

- 5.3 The evaluation committee, appointed by the Client, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

- Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)**
- 5.5 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude local taxes and charges as specified in para. 3.7.
- 5.8 In case of QCBS, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.9. In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget ("evaluated" price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

6.3 The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the firm will provide consultants with the information on remuneration rates described in the Appendix to this information.

6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless

both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (para. 5.3).

7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

Data Sheet

Clause	Ref- erence
--------	----------------

- | | |
|-----|---|
| 1.1 | The name of the Client is: Ministry of Energy and Minerals
Mines Cadastre Office (MCO) |
| 1.2 | The method of selection is: Quality-Cost
Technical and Financial Proposals are requested: Yes
A Technical Proposal only is requested: No |
| 1.3 | The name, objectives, and description of the assignment are: Institutional
Strengthening of the MCO for assisting in the implementation of a modern Min-
ing Cadastre Information Management System |
| 1.4 | The assignment is phased: Yes
See attempted time schedule in the Description of Service |
| 1.4 | A pre-proposal conference will be held: No |
| 1.5 | The name(s), address(es), and telephone numbers of the Client's official(s) are:
Ministry of Energy and Minerals – Mining Cadastre office
<i>(add address and contact)</i> |
| 1.5 | The Client will provide the following inputs:
<u>Office available</u>
<u>Access to existing Reports</u> |

Section 2. Information to Consultants - Data Sheet **Fejl! Ukendt argument for parameter.**

- 1.7.2 The Client envisages the need for continuity for downstream work No
- 2.1 Clarifications may be requested 15 days before the submission date.
The address for requesting clarifications is: _____

Telex: _____ Facsimile: _____
- 3.1 Proposals should be submitted in the following language(s): English
- 3.3 (i) Shortlisted firm/entity may associate with other shortlisted firm: Yes
(ii) The Financial Proposal shall not exceed the available budget of 200,000 USD
(iii) the estimated man-month for this assignment is 15
(iv) The minimum required experience of proposed professional staff is:
team leader: 8 years
specialists: 5 years in their speciality
- (vi) Reports that are part of the assignment must be written in the following language(s): English
- 3.4 (vii) Training is a specific component of this assignment: Yes
The assignment relate to organisation and preparation of training and on-the-job support and Institutional Strengthening
- (viii) Additional information in the Technical Proposal includes: no
- 3.7 Taxes: [*Specify firm's liability: nature, sources of information*]:
- 3.8 Consultants to state local cost in the national currency: USD
- 3.10 Proposals must remain valid 60 days after the submission date, i.e., until:

- 4.3 Consultants must submit an original and five additional copies of each proposal:
- 4.4 The proposal submission address is: (*address*)
- 4.5 Proposals must be submitted no later than the following date and time:

- 5.1 The address to send information to the Client is:

Section 2. Information to Consultants - Data Sheet **Fejl! Ukendt argument for parameter.**

5.3 The number of points to be given under each of the evaluation criteria are:

	<u>Points</u>
(i) Specific experience of the consultants related to the assignment	20
(ii) Qualifications and competence of the team leader	30
General education	10
Adequacy for the project.....	10
Training experience.....	10
Other members of the staff:	20
(iv) Suitability of the transfer of knowledge program (training)	30]
Total Points:	100

The minimum technical score required to pass 75%

5.7 The single currency for price conversions is: USD

The source of official selling rates is :Financial Times

The date of exchange rates is: 30 days before deadline for submission of the proposal

The formula for determining the financial scores is the following:

[Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]

5.8 The weights given to the technical and Financial Proposals are:

T=0,8 and

P=0,2

6.1 The address for negotiations is:_____

7.2 The assignment is expected to commence on [*Insert date*] at [*Insert location*];_

Appendix

INFORMATION TO CONSULTANTS

Financial Negotiations

Breakdown of Remuneration Rates

Review of Remuneration Rates

The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

Bank Guarantee

Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

[Tanzania
MCIMS
Institution Strengthening
STANDARD REQUEST FOR PROPOSALS
RFP #
INFORMATION TO CONSULTANTS
BREAKDOWN OF AGREED FIXED RATES⁹
[Currencies: _____¹⁰]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate ¹¹	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Country Assignment									
Home Office									

Signature of Consultant: _____

Date: _____

Authorised Representative: _____

Name: _____

Title: _____

⁹ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

¹⁰ If different currencies, a different table for each currency should be used.

¹¹ Per month, day, or hour as appropriate.

Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Institutional Strengthening for the implementation of a MCIMS in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of Firm:
Address:

3B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		N ^o of Staff:
Address:		N ^o of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		N ^o of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Co-ordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

Section 3. Technical Proposal - Standard Forms **Fejl! Ukendt argument for parameter.**

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING
THE ASSIGNMENT**

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Team Leader		
Name	Position	Task
Mining Project / Training expert		

2. Short-term experts		
Name	Position	Task
Legal expert		
Mining Law expert		
IT expert		
Quality Control expert		

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Section 3. Technical Proposal - Standard Forms **Fejl! Ukendt argument for parameter.**

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member and authorised representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorised representative: _____

Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of price per activity.

4D. Breakdown of remuneration per activity.

4E. Reimbursables per activity.

4F. Miscellaneous expenses.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of Firm:
Address:

4B. SUMMARY OF COSTS

Costs	Currency(ies) ¹²	Amount(s)
Fixed amount		
Local Taxes		
Total Amount of Financial Proposal		<hr/> <hr/>

¹² Maximum of one currency plus the local currency.

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between The Ministry of Energy and Minerals ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - B. Schedule of Payments

The schedule of payments is specified below:¹

[insert amount and currency] upon the Client's receipt of a copy of this Contract signed by the Consultant;

[insert amount and currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[insert amount and currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total

C. Payment Conditions

Payment shall be made in Tanzanian Shillings, no later than 30 days following submission by the Consultant of invoices in duplicate to the Co-ordinator designated in paragraph 4.

4. **Project Administration**

A. Co-ordinator.

The Client designates Mr./Ms. *[insert name]* as Client's Co-ordinator; the Co-ordinator will be responsible for the co-ordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or op-

¹ Modify, in order to reflect the output required, as described in Annex C.

erations without the prior written consent of the Client.

- 7. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Tanzania, and the language of the Contract shall be English
- 12. Dispute Resolution⁴** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

List of Annexes

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Personnel
- Annex C: Consultant's Reporting and Deliveries Obligations

Annex A: Scope of service

Background

The Ministry of Energy and Minerals was supported by the World Bank then by Nordic Funds to define a new strategy of the mining sector to attract investors and develop this activity in Tanzania. One of the aspect of this strategy is to develop a comprehensive implementation plan of a modern Mining sector with the following components: (i) amendment of the Mining Law and related Regulations; (ii) change in the institutional framework and administrative practice; (iii) implementation of a computerised Mining Cadastre Information Management System; (iv) implementation of the Mineral Right inventory and the verification plan; (v) Human resource development fore a new Mining cadastre Office; (vi) capacity building and Training programmes.

This Contract relates to component 6, Capacity Building and Training Program.

Summary of the assignment

The assignment includes the supervision of the implementation of the Mining Cadastre Information Management System in accordance with the Implementation Plan of the Strategy defined by the MEM.

It is expected that the Consultant will be in charge of assisting the Mining Cadastre Office in organising all necessary training, including inviting local trainers, evaluating proposals and preparing / supervising contract. Another task is to assist MEM in the organisation and co-ordination of all the phases of the implementation, planning decisions required, providing experts in the required field at the adequate time, on-the-job training of the staff in project monitoring.

An education as Mining Engineer is necessary. Experience in training, managing projects possibly in a developing country is a plus. English language proficiency is necessary.

It is expected that the assignment will be of 8 months over two successive years, with a progressively decreasing assignment, and with missions during the essential phases of the implementation when required.

He will be assisted by short-term experts, with the expected assignment as follows:

Legal expert: 3 months know how of international mining law.

Local legal expert: 4 months for assisting in finalising the new Law and suspend relevant parts of the Mining Act

Project planning for organising and refining the implementation plan: 1 month

A quality control and data assessment 2 months to control the quality of the information on Licenses and applications

This list is not exhaustive and it is expected that a pool of short-term advisers, limited to 4 month of international experts and 6 months of local experts, proposed by the Consultant, will be available at the request during the 2 year period.

Training component

A summary of the recommended training courses is given in Table 1. Planning of the training courses should consider the timing of the Verification Plan, ensuring that the staffs involved in this phase are all given the necessary skills in advance of the project.

The Bidder should provide the MCO and BM courses with his resources. Other courses would be contracted to local firms under a separate budget. The Consultant will be in charge of preparing the Invitation to local firms pre-selected by the Client, organise the consultation, evaluate offers, propose an evaluation report to the Client for decision, supervise the delivery of the courses and provide an evaluation of the results. The evaluation of each proposal (one evaluation by training course) will be based on the following criteria:

experience in training IT-employees in an administration (20 points)

experience in the specified topic (30 points)

CV proposed (20 points)

Summary of the courses (30 points)

The Bidder who reaches 85% in the technical evaluation is eligible for the final evaluation:

The winner is the best-classified Bidder after the final calculation based of the relative weight of the technical and financial proposal as follows:

Technical proposal: 80%

Financial proposal: 20%

The training sessions are summarised in the attached Tables

Table : Training Plan overview.**Course BCT1**

Course	Content	Participant
BCT 1	Basic Computer Training	Only one level for all participants
DB 1	MS Access and MRI	Managers/Head of Sub-Section Professionals
DB 2	MS Access and MRI	Technicians
MI 1	MapInfo	Managers/Head of Sub-Section
MI 2	MapInfo	Professionals Technicians
MCO 1	Mining Cadastre Office – working principles and routines	Managers/Head of Sub-Section
MCO 2	Mining Cadastre Office – working principles and routines	Professionals Technicians
MCO3	Mining Cadastre Office – working principles and routines	Secretaries
BM 1	Basic Management	Managers/Heads of Sub-Section

Course BCT2

Course/Workshop	Trainer	Duration
Basic Computer Training	Consultant	2 x 3 days Ongoing
Objective /Course Outline To provide the participants with basic computer skills Windows functions MS Word and Excel Internet E-mail Basic understanding of OS Methodology Hands On	Who to be trained Standard course for all MCO staff involved with administration of the Mining Act. Skills at this level are considered necessary in order to attend any of the other courses. Participants not identifies – but anticipated in the range of 30.	Priority High

Course DB 1

Course Access and MRI	Trainer Consultant	Duration 3 days
Objective /Course Outline To familiarise the participants with Access to be used in MCIMS and to understand the MRI concept Basic functions of Access Basic functions of MRI Functionality of the MCIMS Validation of data Methodology Introduction, discussion, exercises, cases, hands on	Who to be trained Managers and Head of Sections Professionals Number of participants C. 30	Priority High

Course DB 2

Course Access and MRI	Trainer Consultant	Duration 2 x 3 days
Objective /Course Outline To familiarise the participants with Access to be used in MCIMS and to understand the MRI concept Basic functions of Access Basic functions of MRI Functionality of the MCIMS Validation of data Methodology Introduction, discussion, exercises, cases, hands on	Who to be trained Technicians Number of participants C. 20	Priority High

Course MI 1

Course MapInfo	Trainer Consultant	Duration 1 days
Objective /Course Outline To familiarise the participants with GIS and MapInfo and to be able to verify license areas in MRI Basic functionality's in MapInfo Transparent registration Specific functionality's related to MCIMS Verification of areas Analysis Printing Methodology Introduction, discussion, exercises, cases, hands on	Who to be trained Managers and Heads of Sub-Sections Number of participants C. 23	Priority High

Course MI 2

Course MapInfo	Trainer Consultant	Duration 2 x 3 days
Objective /Course Outline To familiarise the participants with GIS and MapInfo and to be able to verify license areas in MRI Basic functions in MapInfo Specific functions related to MCIMS Verification of areas Analysis Printing Methodology Introduction, discussion, exercises, cases, hands on	Who to be trained Professionals and Technicians Number of participants C. 12	Priority High

Course MCO 1

Course Mining Cadastre Office Management	Trainer Consultant	Duration 2 days
Objective /Course Outline To provide the participants an understanding of International MCO practice Role and duties of the MCO Administration - principles Stakeholder interfaces Monitoring and evaluation Methodology Introduction, discussion, action planning, follow up, case studies	Who to be trained Managers and Head of Sub-Sections Number of participants C. 30	Priority Medium

Course MCO 2

Course Mining Cadastre Office Management	Trainer Consultant	Duration 4 days
Objective /Course Outline To provide the participants an understanding of International MCO practice Role and duties of the MCO Administration - principles Stakeholder interfaces Monitoring and evaluation Contact to Clients Follow-procedures Validation of data Methodology Introduction, discussion, action planning, follow up, case studies	Who to be trained Professionals and Technicians Number of participants C. 15	Priority High

Course MCO 3

Course Mining Cadastre Office Management	Trainer Consultant	Duration 3 days
Objective /Course Outline To provide the participants an understanding of International MCO practice Role and duties of the MCO Administration - principles Stakeholder interfaces Monitoring and evaluation Methodology Introduction, discussion, action planning, follow up, case studies	Who to be trained Secretaries Number of participants Not identified	Priority High

Course BM 1

Course Basic Management	Trainer Consultant	Duration 2 x 3 days
Objective /Course Outline To provide the participants an understanding of Management tools Managing changes Human resource management Delegation and reporting Performance indicators Public service Methodology Introduction, discussion, action planning, follow up, case studies	Who to be trained Managers and Head of Sub-Sections Number of participants C. 30	Priority Medium

Annex B Consultant's personnel

To be provided by the Bidder

Annex C: Consultant's Reporting and Deliveries Obligations

The Trainer should provide the following documentation:

a complete set of training support and documentation before starting the courses in sufficient number of copies to be distributed to all trainees plus 5 extra copies for the Client. The Language is English.